

B.0 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES DRMS (MAR 1993)**

The contractor shall provide all non-personal services necessary for the disposal of the items listed on the schedule in accordance with all the terms and conditions of this contract.

B.2 BASIC AND OPTION PERIOD PRICING DRMS (MAR 1993)

(a) Pages 6 through 17 are the estimated generations for the 18-month base period. Pages 18 through 29 are the estimated generations for the first 18-month option period. Pages 30 through 41 are the estimated generations for the second 18-month option period.

(b) For evaluation purposes, the following is to be completed:

(1) Total estimated price, 18-month base period \$_____ from page 17.

(2) Total estimated price, first 18-month option period \$_____ from page 29.

(3) Total estimated price, second 18-month option period \$_____ from page 41.

(4) Total estimated price for evaluation purposes \$_____ (add lines (1), (2) and (3)).

B.3 EXTENSION OF SERVICES WITHOUT INCREASED PRICING (DRMS 1996)

If Clause F.10, Extension of Services, is exercised by modification, (enter your firm's name) agrees to extend the same prices as those listed in the bid schedule and in effect as of the date of issuance of the modification exercising the extension.

B.4 BASIC AND OPTION PERIOD UNIT PRICING DRMS (AUG 1997)

Offerors are cautioned against offering more than one price, a range of prices, or a "split bid" with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a non-conforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period. If properly marked as an "Alternate Proposal" in accordance with L.54, any such proposal (i.e., one that splits bids or otherwise offered more than one price for a single contract line item) may be considered in accordance with the terms of that provision.

B.5 CONTRACT MINIMUM/MAXIMUM DRMS (APR 2000)

a. This contract is a firm-fixed price indefinite quantity contract with the minimum and maximum for each period as listed below. The contract minimum is to be paid only in the event that the Government fails to order services equal to the amount established for each performance period. If services are ordered in an amount that is less than the minimum, the contractor will only be paid the difference between the contract minimum and the amount ordered.

	<u>Minimum</u>	<u>Maximum</u>
Base Period	\$400,000.00	\$8,300,000.00
Option Period 1	\$400,000.00	\$8,300,000.00
Option Period 2	\$400,000.00	\$8,300,000.00

b. Clause F.10 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. If less than six (6) months of the extension is utilized, the minimum for the length of the extension will be established by dividing the minimum guarantee by six (6) and multiplying by the length of the extension. As an example, if the Government established the minimum at \$80,000 and extended the contract only four months, the minimum for the extension will be \$53,332. This was calculated as follows: $(80,000/6 = \$13,333)$ $(13,333 \times 4 = \$53,332)$. The minimum and maximum for the F.10 extension period of this solicitation is:

	<u>Minimum</u>	<u>Maximum</u>
F.10 Extension	\$200,000.00	\$4,150,000.00

Alaska**Pick-up Point Locations**

Points of Contact: Bob Morris/Sandy King, DRMO Anchorage & Leroy Bonet/Carolyn Emerick, DRMO Fairbanks
Telephone: (907) 552-3745/7208 or DSN: (317)552-3745/7208 and (907)353-1144 or DSN (317)353-1144 respectively

Contractor will be required to make pick-ups in and around the grounds of the following federal facilities:

Elmendorf AFB (including the DRMO)
Anchorage, AK
AK8570028649

Fort Richardson
Anchorage, AK
AK1210022157

USPFO/AK ANG
Ft. Richardson
Anchorage, AK
AKC990527005

OMS Shop #2 (AK ANG)
Camp Denali/Ft. Richardson
Anchorage, AK
AKC990527005

Seward Recreation Area
Seward, AK

Haines Terminal
Haines, AK

Ft Wainwright (including the DRMO)
Fairbanks, AK
AK6210022426

Eielson AFB
Fairbanks, AK
AK1570028646

Ft. Greely
Delta Junction, AK
AK3210022155

Clear AFS
Clear, AK
AK1570028638

OMS #5/AK ANG
202 Wein Street
Fairbanks, AK

AK ANG Site
5300 E. Tudor
Anchorage, AK

AK ANG/Army Aviation Support
Bryant Army Airfield
Fort Richardson, AK

AK ANG/297 Support Battalion
3401 Bogard Rd
Wasilla, AK

AK ANG/OMS 4
370 4th Ave
Bethel, AK

AK ANG/AAOF #2
3571 Airport Rd
Bethel, AK

AK ANG/AAOF #1
Nome Airport
Nome, AK

AK ANG/OMS 3
433 Front Street
Nome, AK

AK ANG/OMS 7
Third Street
Kotzebue, AK

AK ANG/AAOF #4
8425 Livingston Way
Juneau, AK

USCG
Ketchikan, AK
AK8690360492

USCG
Kodiak, AK
AK9690330742

USCG units @
Sitka, Valdez,
Petersburg, Seward,
Homer, Tok,
Cordova, AK

Port of Anchorage
Anchorage, AK

Defense Fuel Supply Point
Anchorage, AK
Operation Alaska Roads
Hemlock Bay, Annette Island, AK
AKR000002857 (See Clause C.87)

Defense Fuel Supply Point
Whittier, AK

The following FSA's are AK ANG units (CESQG) & 5-10 of them will require servicing each year. See CLIN 6609NG and Clause C. 84: Akiachak, Akiak, Alakanuk, Angoon, Atmauthluak, Barrow, Brevig Mission, Buckland, Chefornak, Chevak, Craig, Dillingham, Eek, Elim, Emmonak, Gambell, Goodnews Bay, Haines, Hoonah, Hooper Bay, Kake, Kaltag, Kasigluk, Kenai, Ketchikan, Kipnuk, Kivilina, Klawok, Kodiak, Kongiganak, Kotlik, Kotzebue, Koyuk, Koyukuk, Kwethluk, Kwigillingok, Little Diomedes, Manokatak, Marshall, Mekoryuk, Mountain Village, Napakiak, Napaskiak, New Stuyahok, Newtok, Nightmute, Noatak, Nulato, Nunapitchuk, Petersburg, Quinhagak, Saint Michael, Savoonga, Scammon Bay, Selawik, Shaktoolik, Shishmaref, Shungnak, Sitka, Stebbins, Teller, Togiak, Toksook Bay, Tuluksak, Tuntutuliak, Tununak, Unalakleet, Valdez, White Mountain, Wrangell.

ALASKA BASE PERIOD

0800-0899 COMPRESSED GAS CYLINDERS					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
0810	Inert – cartridge	140	ea		
0811	Inert - lecture	15	ea		
0812	Inert - small	15	ea		
0813	Inert - medium	15	ea		
0814	Inert - large	15	ea		
0852	Refrigerant - small	15	ea		
0853	Refrigerant – medium	15	ea		
0854	Refrigerant - large	15	ea		
0870	Poison Zones B, C or D - cartridge	15	ea		
0871	Poison Zones B, C or D - lecture	15	ea		
0872	Poison Zones B, C, or D - small	15	ea		
0873	Poison Zones B, C, or D – medium	15	ea		
0874	Poison Zones B, C, or D – large	15	ea		
0875	Poison Zones B, C, or D – extra large	10	ea		
0881AA	Flammable – lecture	60	ea		
0882AA	Flammable – small	25	ea		
0883AA	Flammable – medium	25	ea		
0884AA	Flammable – large	25	ea		
0885AA	Flammable – extra large	25	ea		
0882	Flammable – small; consisting of acetylene w/asbestos lining	40	ea		
0883	Flammable – medium; consisting of acetylene w/asbestos lining	40	ea		
0884	Flammable – large; consisting of acetylene w/asbestos lining	40	ea		
0885	Flammable – extra large; consisting of acetylene w/asbestos lining	20	ea		
6600 – 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	Perform total TCLP for wastes D004-D043 [See C.47]	30	ea		
6601	Evaluation/Identification of Cylinders, See C.205	160	ea		
6604	Prepare waste profile form [See C.48]	135	ea		
6605ZA	Provide and prepare Lab Packs (85 gallon drum) [See C.52]	10	ea		
6605ZB	Provide and prepare Lab Packs (55 gallon drum) [See C.52]	45	ea		
6605ZD	Provide and prepare Lab Packs (30 gallon drum) [See C.52]	42	ea		

6605ZF	Provide and prepare Lab Packs (15 gallon drum) [See C.52]	43	ea		
6606	Prepare Hazardous Material/Waste items for turn-in to the DRMO. Requirement may include (but not limited to) preparation of DD Form 1348-1, waste profile form	30	ea		
6607	Analysis to Identify Cylinder Contents (See C.206)	200	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile form [See C.49]	270	ea		
6609AA	Perform management services to box and crate material/waste for turn-in to the DRMO, [See C.75 & F.3]	67	hr		
6609AB	Perform management services to prepare reports, [See C.76 & F.3]	670	hr		
6609DP	Cleaning and Crushing Drums, See C.88	50,000	lbs		
6609EA	Perform management services for DRMO's (See C.77)	1950	hr		
6609EB	Operate an Energy Recovery Furnace, See C.86	200	hr		
6609EL	Perform management services for Elmendorf AFB, [See C.83]	78	wk		
6609EM	Environmental Technician, See C.83	90	hr		
6609EN	Truck with Lift Gate and Operator, See C.83	90	hr		
6609NG	Perform management services for AK ANG (See C.84)	15	ea		
6610AA	Transportation from remote USCG site; Sitka/Woodrush; See C.73/F.3	2	ea		
6610AB	Transportation from remote USCG site; Ketchikan; See C.73/F.3	1	ea		
6610AC	Transportation from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610AD	Transportation from remote USCG site; Homer; See C.73/F.3	1	ea		
6610AE	Transportation from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610AF	Transportation from remote USCG site; Kodiak; See C.73/F.3	6	ea		
6610AG	Transportation from remote USCG site; Valdez; See C.73/F.3	2	ea		
6610AH	Transportation from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	9	ea		

6610AJ	Transportation from remote USCG or US Army site @ Tok; See C.73/F.3	5	ea		
6610AP	Transportation from remote site; Haines fuel terminal; See C.73/F.3	6	ea		
6610AT	Air transportation from remote AK ANG site; Nome; See C.73/F.3	2	ea		
6610AW	Transportation from remote AK ANG site; Whittier; See C.73/F.3	4	ea		
6610PA	Transportation of PCB's from remote USCG site; Sitka/Woodrush; See C.73/F.3	1	ea		
6610PB	Transportation of PCB's from remote USCG site; Ketchikan; See C.73/F.3	3	ea		
6610PC	Transportation of PCB's from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610PD	Transportation of PCB's from remote USCG site; Homer; See C.73/F.3	1	ea		
6610PE	Transportation of PCB's from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610PF	Transportation of PCB's from remote USCG site; Kodiak; See C.73/F.3	3	ea		
6610PG	Transportation of PCB's from remote USCG site; Valdez; See C.73/F.3	1	ea		
6610PH	Transportation of PCB's from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	6	ea		
6610PJ	Transportation of PCB's from remote site @ Tok; USCG or US Army; See C.73/F.3	2	ea		
6610PP	Transportation of PCB's from remote site @ Haines Fuel Terminal; See C.73/F.3	2	ea		
6610PW	Transportation of PCB's from remote site @ Whittier; See C.73/F.3	1	ea		
6611AA	Expedited Removal charges (15 calendar days) [See C.51]	19	ea		
6611BB	Expedited Removal charges (10 calendar days) [See C.51]	43	ea		
6611CC	Expedited Removal charges (7 calendar days) [See C.51]	5	ea		
6611DD	Expedited Removal charges (5 calendar days) [See C.51]	30	ea		
6611EE	Expedited Removal charges (3 calendar days) [See C.51]	3	ea		
6611FF	Expedited Removal charges (1 calendar day) [See C.51]	15	ea		

6611AX	Expedited Performance charges (15 calendar days) [See C.51]	5	ea		
6611BX	Expedited Performance charges (10 calendar days) [See C.51]	40	ea		
6611CX	Expedited Performance charges (7 calendar days) [See C.51]	5	ea		
6611DX	Expedited Performance charges (5 calendar days) [See C.51]	30	ea		
6611EX	Expedited Performance charges (3 calendar days) [See C.51]	5	ea		
6611FX	Expedited Performance charges (1 calendar day) [See C.51]	15	ea		
6612	Pumping charges, may included (but not limited to) pumping from drums	12	ea		
6613AA	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (up to and including 500 gallons in size)(See clauses C.46 & F.3)	60	ea		
6613AB	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 500 and up to and including 1,000 gallons in size)(See clauses C.46 & F.3)	21	ea		
6613AC	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 1,000 and up to and including 5,000 gallons in size)(See clauses C.46 & F.3)	90	ea		
6613AD	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 5,000 and up to and including 10,000 gallons in size)(See clauses C.46 & F.3)	7	ea		
6613AE	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 10,000 gallons and up to and including 20,000 gallons in size)(See clauses C.46 & F.3)	10	ea		
6615ZA	Provide Storage Containers (10 cubic yard rolloff) [See C.50]	20	ea		
6615ZC	Provide Storage Containers (20 cubic yard rolloff) [See C.50]	50	ea		
6615ZF	Provide Storage Containers (40 cubic yard rolloff) [See C. 50]	5	ea		

6615CH	Covered Hopper Rail Cars [See C.50]	7	ea		
6615	Storage Container Rental Charges [See C.50]	12	ea		
6615YY	Replacement of Storage Container [See C.50]	75	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) (D001-EPA Method 1010, 1020; D002-EPA Method 9040, 9041, 1110; D003-9010, 9030, water reactive determination)	60	ea		
6619	Perform TCLP Metals analysis to determine 8 TCLP metals (D004-D011) [See C.47;F.3]	60	ea		
6619EL	Perform TC Metals Analysis	10	ea		
6619AM	Perform Total Lead analysis – SW846 Method 7421	10	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis [See C.47/F.3]	7	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018-D043) [See C.47/F.3]	60	ea		
6622	Perform TCLP Pesticides/Herbicides analysis to determine 6 TCLP pesticides/herbicides (D012-D017) [See C.47/F.3]	7	ea		
6623	Perform F-series solvent analysis to determine 30 solvents listed under EPA waste codes F001-F005 [See C.47/F.3]	7	ea		
6626	Perform Total Petroleum Hydrocarbons (THP) analysis	5	ea		
6630MM	Surcharge for Disposal of High Level Mercury [See C/43]	4620	lb		
6632	Perform Total Polynuclear Aromatic Hydrocarbons analysis	10	ea		
6633	Perform Chlorinated Hydrocarbons analysis	2	ea		
6634	Perform Chlorinated Herbicides analysis	2	ea		
6635	Perform Cyanides analysis (EPA Methods 9101, 9012)	2	ea		
6637	Perform Volatile Organics analysis (EPA Method 8240)	2	ea		
6640	Perform Paint Filter Test (EPA Method 9095)	2	ea		
6643	Provide BTU/ash percent/total sulfur content	5	ea		
6648	Determine Polycyclic Aromatic Hydrocarbons (PAH) (EPA Methods 8300, 8310)	10	ea		
6649	Perform TCLP analysis to determine toxicity (Applicable 7000 series in SW846) [See C.43/F.3]	15	ea		

6650	Determine Particulate matter (PM10) sizing. [See C.43/F.3]	15	ea		
6651	Determine Gasoline Range Organics (GRO) [See C.43/F.3]	15	ea		
6652	Perform analysis to determine Organochlorine Pesticides and PCBs (EPA Method 8080). [See C.43/F.3]	15	ea		
6653	Perform analysis to determine Chlorinated Dioxins (EPA Method 8280). [See C.43/F.3]	15	ea		
6655	Perform “fingerprint” analysis to determine flash point, corrosivity, and specific gravity, color and state (See 5.3.1 of DRMO permit)	50	ea		
6658	Determine Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) levels in soil, GRO AK 101, DRO 102, RRO 103	20	ea		
7000-7099 PCB's (40 CFR 761)					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
7000	Articles (other than transformers & capacitors) over 499 ppm PCB's	3,725	lb		
7001	Articles (other than transformers & capacitors) over 499 ppm PCB's(draind)	200	lb		
7002	Articles (other than transformers & capacitors) 50-499 ppm PCBs	375	lb		
7003	Articles (other than transformers & capacitors) 50-499 ppm PCBs (drained)	1,700	lb		
7004	Articles (other than transformers & capacitors) less than 50 ppm PCBs	16,000	lb		
7005	Articles (other than transformers & capacitors) less than 50 ppm PCB's (drained)	12,000	lb		
7006	PCB-Contaminated Electrical Equipment, 50- 499 ppm PCB's	75	lb		
7007	Transformers over 499 ppm PCBs	20,400	lb		
7008	Transformers over 499 ppm PCBs (drained)	75	lb		
7009	Transformers over 499 ppm PCBs (sealed)	4,250	lb		
7010	Transformers 50-499 ppm PCBs	35,500	lb		
7011	Transformers 50-499 ppm PCBs (drained)	1,500	lb		
7012	Transformers less than 50 ppm PCBs	63,000	lb		
7013	Transformers less than 50 ppm PCBs (drained)	4,200	lb		
7014 [7047 included]	Small capacitors over 499 ppm PCBs	19,000	lb		
7015	Large capacitors over 499 ppm PCBs	1,800	lb		
7016	Small capacitors over 499 ppm PCBs (drained)	1,875	lb		
7017	Large capacitors over 499 ppm PCBs (drained)	200	lb		

7018	Small capacitors 50 - 499 ppm PCBs	45	lb		
7019	Large capacitors 50-499 ppm PCBs	1,550	lb		
7020	Small capacitors 50 - 499 ppm PCBs (drained)	37	lb		
7021	Large capacitors 50-499 ppm PCBs (drained)	450	lb		
7022	Small capacitors less than 50 ppm PCBs	525	lb		
7023	Large capacitors less than 50 ppm PCBs	80	lb		
7024	Small capacitors less than 50 ppm PCBs (drained)	37	lb		
7025	Large capacitors less than 50 ppm PCBs (drained)	450	lb		
7026	Sweeping compound, any PCB concentration	100	lb		
7027	Pallets, any PCB concentration	37	lb		
7028	Debris (example: rags, cans, drums, wood PCB contaminated)	3,000	lb		
7029	Soil, PCB contaminated	241,000	lb		
7029CH	Soil, PCB contaminated to be placed in covered hopper rail cars (See C.50)	3,750,000	lb		
7030	Liquid over 499 ppm PCBs	19,500	lb		
7031	Liquid 50 - 499 ppm PCBs	6,800	lb		
7032	Liquid less than 50 ppm PCBs, see C.53.1	8,400	lb		
7033	Liquid and/or solid mixtures with PCBs less than 50 ppm; may be contaminated with (but not limited to) solvents, oils, water.	1,275	lb		
7034	Liquid and/or solid mixtures with PCBs 50-499 ppm may be contaminated with (but not limited to) solvents, oils, water.	1,650	lb		
7035	Liquid and/or solid mixtures with PCBs over 499 ppm may be contaminated with (but not limited to) solvents, oils, water).	150	lb		
7036	PCB sludge over 499 ppm	37	lb		
7037	PCB sludge over 50-499 ppm	37	lb		
7038	PCB sludge less than 50 ppm, See C.53.1	37	lb		
7100	Non-contaminated packaging material – may include (but not limited to) wood, paper, plastic	150	lb		
7200	Contaminated packaging material – may include (but not limited to) wood, paper, plastic	10,000	lb		
7990	Overage surcharge for items and containers when nine (9) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	10,500	lb		

7991	Overage surcharge for items and containers when twelve (12) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	11,250	lb		
9100 – 9199 IGNITABLE WASTES [40 CFR 261.21] D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers [See C.36]	30,400	lb		
9101RR	Small Containers [See C.36]; (Fuels Blending) [See C.53]	11,250	lb		
9102	Containerized Liquids/Multi-phase	282,000	lb		
9102CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	41,000	lb		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	162,500	lb		
9104	Containerized Solids	10,600	lb		
9104RR	Containerized Solids; (Fuels Blending) [See C.53]	8,000	lb		
9105	Aerosols	3,000	lb		
9106	Bulk Liquids (pumpable) See C.35	23,250	lb		
9106RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.35]	36,000	lb		
9200 – 9299 CORROSIVE WASTES [40 CFR 261.21] D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers [See C.36]	25,750	lb		
9202	Containerized Liquids/Multi-phase	24,500	lb		
9202CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	3,000	lb		
9202MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm). [See C.43]	800	lb		
9202RR	Containerized Liquids/Multi-phase; (Fuels Blending) [See C.53]	4,200	lb		
9204	Containerized Solids	24,750	lb		
9204AT	Containerized Solids; ATON batteries contaminated with high level of mercury above 260ppm (See C.71)	12,000	lb		
9204NC	Containerized Solids (NiCad Batteries) [See C.57]	15,100	lb		
9205	Aerosols	1,050	lb		
9300 – 9399 REACTIVE WASTES [40 CFR 261.21] D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers [See C.36]	3,250	lb		
9302	Containerized Liquids Multi-phase	11,650	lb		

9304	Containerized Solids	10,500	lb		
9304LL	Containerized Solids (Lithium Batteries) [See C.67]	84,050	lb		
9304NN	Containerized Solids (Oxygen Breathing Apparatus Canisters)	12,000	lb		
9400 – 9499 TOXICITY CHARACTERISTICS WASTES [40 CFR 261.21] D004-43					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers [See C.36]	3,575	lb		
9402	Containerized Liquids/Multi-phase	323,700	lb		
9402AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	65,400	lb		
9402CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	106,600	lb		
9402FS	Containerized Liquids/Multi-phase (Fixer Developer Solution) [See C.64]	25,100	lb		
9402RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	119,350	lb		
9402SD	Containerized Liquids/Multi-phase; Solvents, See C.55	3,400	lb		
9404	Containerized Solids	424,800	lb		
9404CD	Containerized Solids; [CERCLA wastes; see C.74.]	44,800	lb		
9404FL	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9404FT	Containerized Solids (Fluorescent Lights) [See C.58]	33,000	lb		
9404MB	Containerized Solids (Mercury Batteries) [See C.54]	13,300	lb		
9404MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm).	7,700	lb		
9404NC	Containerized Solids (NiCad Batteries) [See C.57]	6,125	lb		
9404RR	Containerized Solids; (Fuels Blending) [See C.53]	750	lb		
9405	Aerosols	1,950	lb		
9406	Bulk Liquids (pumpable) See C.35	82,500	lb		
9406RR	Bulk Liquids (pumpable); (Fuels Blending) [See C.35 & C.53]	75,000	lb		
9407	Bulk Solids	207,750	lb		

9407CD	Bulk Solids; [CERCLA wastes; see C.74.]	303,750	lb		
9500 – 9529 SPENT SOLVENT WASTES [40 CFR 261.21] F001-5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers [See C.36]	1,900	lb		
9502	Containerized Liquids/Multi-phase	121,050	lb		
9502CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	113,900	lb		
9502SD	Containerized Liquids/Multi-phase (Solvent Distillation) [See C.55]	10,750	lb		
9504	Containerized Solids	42,000	lb		
9504CD	Containerized Solids; [CERCLA wastes; see C.74.]	119,600	lb		
9506	Bulk Liquids (pumpable)	127,500	lb		
9530 – 9559 ELECTROPLATING WASTES [40 CFR 261.21] F006-12					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	150	lb		
9534	Containerized Solids	150	lb		
9560 – 9579 DIOXIN RELATED WASTES [40 CFR 261.21] F020-23, 26-28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers [See C.36]	1125	lb		
9562	Containerized Liquids/Multi-phase	750	lb		
9564	Containerized Solids	500	lb		
9567	Bulk Solids	25000	lb		
9700 – 9749 ACUTELY HAZARDOUS WASTES [40 CFR 261.21] P-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers [See C.36]	39,400	lb		
9702	Containerized Liquids/Multi-phase	900	lb		
9702CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	37,500	lb		
9704	Containerized Solids	1,650	lb		
9750 – 9799 TOXIC WASTES [40 CFR 261.21] U-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers [See C.36]	2,500	lb		
9752	Containerized Liquids/Multi-phase	5,375	lb		
9754	Containerized Solids	1,200	lb		
9755	Aerosols	425	lb		
9757	Bulk Solids	25,000	lb		
9900 – 9999 NON-RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers [See C.36]	43,350	lb		

9901LP	Small Containers (Latex Paint) [See C.36 and C.59]	9,600	lb		
9902	Containerized Liquids/Multi-phase	729,700	lb		
9902AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	345,850	lb		
9902CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	25,275	lb		
9902FA	Containerized Liquids/Multi-phase (Oil Filters drained of oil, some liquid remaining) [See C.60]	5,800	lb		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) [See C.59]	35,700	lb		
9902RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	70,000	lb		
9902RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	60,000	lb		
9902RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9902RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	240,100	lb		
9902UG	Containerized Liquids/Multi-phase; used cooking grease	75,000	lb		
9904	Containerized Solids	883,000	lb		
9904AB	Containerized Solids (Alkaline Batteries) [See C.62]	40,200	lb		
9904CD	Containerized Solids; [CERCLA wastes; see C.74.]	93,375	lb		
9904FB	Containerized Solids (Oil Filters) [See C.60]	6,450	lb		
9904FT	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9904FL	Containerized Solids (Flourescent Lights (See C.58)	1000	lb		
9904LA	Containerized Solids (Lead Acid Batteries) [See C.56]	80,000	lb		
9904MB	Containerized Solids (Mercury Batteries) [See C.54	100	lb		
9904NC	Containerized Solids (NiCad Batteries) See C.57	6,125	lb		
9905	Aerosols	2,700	lb		
9906	Bulk Liquids (pumpable)	260,000	lb		
9906RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	55,000	lb		
9906RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	55,000	lb		

9906RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9906RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.53]	120,375	lb		
9907	Bulk Solids	22,500	lb		
9907TR	Bulk Solids; Thermal remediation of soils containing petroleum (PCS) (See C.85)	330,000	lb		

Estimated Price, 18-Month Base Period _____

ALASKA FIRST OPTION

0800-0899 COMPRESSED GAS CYLINDERS					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
0810	Inert – cartridge	140	ea		
0811	Inert - lecture	15	ea		
0812	Inert - small	15	ea		
0813	Inert - medium	15	ea		
0814	Inert - large	15	ea		
0852	Refrigerant - small	15	ea		
0853	Refrigerant – medium	15	ea		
0854	Refrigerant - large	15	ea		
0870	Poison Zones B, C or D - cartridge	15	ea		
0871	Poison Zones B, C or D - lecture	15	ea		
0872	Poison Zones B, C, or D - small	15	ea		
0873	Poison Zones B, C, or D – medium	15	ea		
0874	Poison Zones B, C, or D – large	15	ea		
0875	Poison Zones B, C, or D – extra large	10	ea		
0881AA	Flammable – lecture	60	ea		
0882AA	Flammable – small	25	ea		
0883AA	Flammable – medium	25	ea		
0884AA	Flammable – large	25	ea		
0885AA	Flammable – extra large	25	ea		
0882	Flammable – small; consisting of acetylene w/asbestos lining	40	ea		
0883	Flammable – medium; consisting of acetylene w/asbestos lining	40	ea		
0884	Flammable – large; consisting of acetylene w/asbestos lining	40	ea		
0885	Flammable – extra large; consisting of acetylene w/asbestos lining	20	ea		
6600 – 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	Perform total TCLP for wastes D004-D043 [See C.47]	30	ea		
6601	Evaluation/Identification of Cylinders, See C.205	160	ea		
6604	Prepare waste profile form [See C.48]	135	ea		
6605ZA	Provide and prepare Lab Packs (85 gallon drum) [See C.52]	10	ea		
6605ZB	Provide and prepare Lab Packs (55 gallon drum) [See C.52]	45	ea		
6605ZD	Provide and prepare Lab Packs (30 gallon drum) [See C.52]	42	ea		

6605ZF	Provide and prepare Lab Packs (15 gallon drum) [See C.52]	43	ea		
6606	Prepare Hazardous Material/Waste items for turn-in to the DRMO. Requirement may include (but not limited to) preparation of DD Form 1348-1, waste profile form	30	ea		
6607	Analysis to Identify Cylinder Contents (See C.206)	200	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile form [See C.49]	270	ea		
6609AA	Perform management services to box and crate material/waste for turn-in to the DRMO, [See C.75 & F.3]	67	hr		
6609AB	Perform management services to prepare reports, [See C.76 & F.3]	670	hr		
6609DP	Cleaning and Crushing Drums, See C.88	50,000	lbs		
6609EA	Perform management services for DRMO's (See C.77)	1950	hr		
6609EB	Operate an Energy Recovery Furnace, See C.86	200	hr		
6609EL	Perform management services for Elmendorf AFB, [See C.83]	78	wk		
6609EM	Environmental Technician, See C.83	90	hr		
6609EN	Truck with Lift Gate and Operator, See C.83	90	hr		
6609NG	Perform management services for AK ANG (See C.84)	15	ea		
6610AA	Transportation from remote USCG site; Sitka/Woodrush; See C.73/F.3	2	ea		
6610AB	Transportation from remote USCG site; Ketchikan; See C.73/F.3	1	ea		
6610AC	Transportation from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610AD	Transportation from remote USCG site; Homer; See C.73/F.3	1	ea		
6610AE	Transportation from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610AF	Transportation from remote USCG site; Kodiak; See C.73/F.3	6	ea		
6610AG	Transportation from remote USCG site; Valdez; See C.73/F.3	2	ea		
6610AH	Transportation from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	9	ea		

6610AJ	Transportation from remote USCG or US Army site @ Tok; See C.73/F.3	5	ea		
6610AP	Transportation from remote site; Haines fuel terminal; See C.73/F.3	6	ea		
6610AT	Air transportation from remote AK ANG site; Nome; See C.73/F.3	2	ea		
6610AW	Transportation from remote AK ANG site; Whittier; See C.73/F.3	4	ea		
6610PA	Transportation of PCB's from remote USCG site; Sitka/Woodrush; See C.73/F.3	1	ea		
6610PB	Transportation of PCB's from remote USCG site; Ketchikan; See C.73/F.3	3	ea		
6610PC	Transportation of PCB's from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610PD	Transportation of PCB's from remote USCG site; Homer; See C.73/F.3	1	ea		
6610PE	Transportation of PCB's from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610PF	Transportation of PCB's from remote USCG site; Kodiak; See C.73/F.3	3	ea		
6610PG	Transportation of PCB's from remote USCG site; Valdez; See C.73/F.3	1	ea		
6610PH	Transportation of PCB's from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	6	ea		
6610PJ	Transportation of PCB's from remote site @ Tok; USCG or US Army; See C.73/F.3	2	ea		
6610PP	Transportation of PCB's from remote site @ Haines Fuel Terminal; See C.73/F.3	2	ea		
6610PW	Transportation of PCB's from remote site @ Whittier; See C.73/F.3	1	ea		
6611AA	Expedited Removal charges (15 calendar days) [See C.51]	19	ea		
6611BB	Expedited Removal charges (10 calendar days) [See C.51]	43	ea		
6611CC	Expedited Removal charges (7 calendar days) [See C.51]	5	ea		
6611DD	Expedited Removal charges (5 calendar days) [See C.51]	30	ea		
6611EE	Expedited Removal charges (3 calendar days) [See C.51]	3	ea		
6611FF	Expedited Removal charges (1 calendar day) [See C.51]	15	ea		

6611AX	Expedited Performance charges (15 calendar days) [See C.51]	5	ea		
6611BX	Expedited Performance charges (10 calendar days) [See C.51]	40	ea		
6611CX	Expedited Performance charges (7 calendar days) [See C.51]	5	ea		
6611DX	Expedited Performance charges (5 calendar days) [See C.51]	30	ea		
6611EX	Expedited Performance charges (3 calendar days) [See C.51]	5	ea		
6611FX	Expedited Performance charges (1 calendar day) [See C.51]	15	ea		
6612	Pumping charges, may included (but not limited to) pumping from drums	12	ea		
6613AA	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (up to and including 500 gallons in size)(See clauses C.46 & F.3)	60	ea		
6613AB	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 500 and up to and including 1,000 gallons in size)(See clauses C.46 & F.3)	21	ea		
6613AC	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 1,000 and up to and including 5,000 gallons in size)(See clauses C.46 & F.3)	90	ea		
6613AD	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 5,000 and up to and including 10,000 gallons in size)(See clauses C.46 & F.3)	7	ea		
6613AE	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 10,000 gallons and up to and including 20,000 gallons in size)(See clauses C.46 & F.3)	10	ea		
6615ZA	Provide Storage Containers (10 cubic yard rolloff) [See C.50]	20	ea		
6615ZC	Provide Storage Containers (20 cubic yard rolloff) [See C.50]	50	ea		
6615ZF	Provide Storage Containers (40 cubic yard rolloff) [See C. 50]	5	ea		

6615CH	Covered Hopper Rail Cars [See C.50]	2	ea		
6615	Storage Container Rental Charges [See C.50]	12	ea		
6615YY	Replacement of Storage Container [See C.50]	75	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) (D001-EPA Method 1010, 1020; D002-EPA Method 9040, 9041, 1110; D003-9010, 9030, water reactive determination)	60	ea		
6619	Perform TCLP Metals analysis to determine 8 TCLP metals (D004-D011) [See C.47;F.3]	60	ea		
6619EL	Perform TC Metals Analysis	5	ea		
6619AM	Perform Total Lead analysis – SW846 Method 7421	5	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis [See C.47/F.3]	7	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018-D043) [See C.47/F.3]	60	ea		
6622	Perform TCLP Pesticides/Herbicides analysis to determine 6 TCLP pesticides/herbicides (D012-D017) [See C.47/F.3]	7	ea		
6623	Perform F-series solvent analysis to determine 30 solvents listed under EPA waste codes F001-F005 [See C.47/F.3]	7	ea		
6626	Perform Total Petroleum Hydrocarbons (THP) analysis	5	ea		
6630MM	Surcharge for Disposal of High Level Mercury [See C/43]	4620	lb		
6632	Perform Total Polynuclear Aromatic Hydrocarbons analysis	10	ea		
6633	Perform Chlorinated Hydrocarbons analysis	2	ea		
6634	Perform Chlorinated Herbicides analysis	2	ea		
6635	Perform Cyanides analysis (EPA Methods 9101, 9012)	2	ea		
6637	Perform Volatile Organics analysis (EPA Method 8240)	2	ea		
6640	Perform Paint Filter Test (EPA Method 9095)	2	ea		
6643	Provide BTU/ash percent/total sulfur content	5	ea		
6648	Determine Polycyclic Aromatic Hydrocarbons (PAH) (EPA Methods 8300, 8310)	5	ea		
6649	Perform TCLP analysis to determine toxicity (Applicable 7000 series in SW846) [See C.43/F.3]	15	ea		

6650	Determine Particulate matter (PM10) sizing. [See C.43/F.3]	15	ea		
6651	Determine Gasoline Range Organics (GRO) [See C.43/F.3]	15	ea		
6652	Perform analysis to determine Organochlorine Pesticides and PCBs (EPA Method 8080). [See C.43/F.3]	15	ea		
6653	Perform analysis to determine Chlorinated Dioxins (EPA Method 8280). [See C.43/F.3]	15	ea		
6655	Perform “fingerprint” analysis to determine flash point, corrosivity, and specific gravity, color and state (See 5.3.1 of DRMO permit)	50	ea		
6658	Determine Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) levels in soil, GRO AK 101, DRO 102, RRO 103	10	ea		

7000-7099 PCB's (40 CFR 761)

CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
7000	Articles (other than transformers & capacitors) over 499 ppm PCB's	3,725	lb		
7001	Articles (other than transformers & capacitors) over 499 ppm PCB's(draind)	200	lb		
7002	Articles (other than transformers & capacitors) 50-499 ppm PCBs	375	lb		
7003	Articles (other than transformers & capacitors) 50-499 ppm PCBs (drained)	1,700	lb		
7004	Articles (other than transformers & capacitors) less than 50 ppm PCBs	16,000	lb		
7005	Articles (other than transformers & capacitors) less than 50 ppm PCB's (drained)	12,000	lb		
7006	PCB-Contaminated Electrical Equipment, 50- 499 ppm PCB's	75	lb		
7007	Transformers over 499 ppm PCBs	20,400	lb		
7008	Transformers over 499 ppm PCBs (drained)	75	lb		
7009	Transformers over 499 ppm PCBs (sealed)	4,250	lb		
7010	Transformers 50-499 ppm PCBs	35,500	lb		
7011	Transformers 50-499 ppm PCBs (drained)	1,500	lb		
7012	Transformers less than 50 ppm PCBs	63,000	lb		
7013	Transformers less than 50 ppm PCBs (drained)	4,200	lb		
7014 [7047 included]	Small capacitors over 499 ppm PCBs	19,000	lb		
7015	Large capacitors over 499 ppm PCBs	1,800	lb		
7016	Small capacitors over 499 ppm PCBs (drained)	1,875	lb		
7017	Large capacitors over 499 ppm PCBs (drained)	200	lb		

7018	Small capacitors 50 - 499 ppm PCBs	45	lb		
7019	Large capacitors 50-499 ppm PCBs	1,550	lb		
7020	Small capacitors 50 - 499 ppm PCBs (drained)	37	lb		
7021	Large capacitors 50-499 ppm PCBs (drained)	450	lb		
7022	Small capacitors less than 50 ppm PCBs	525	lb		
7023	Large capacitors less than 50 ppm PCBs	80	lb		
7024	Small capacitors less than 50 ppm PCBs (drained)	37	lb		
7025	Large capacitors less than 50 ppm PCBs (drained)	450	lb		
7026	Sweeping compound, any PCB concentration	100	lb		
7027	Pallets, any PCB concentration	37	lb		
7028	Debris (example: rags, cans, drums, wood PCB contaminated)	3,000	lb		
7029	Soil, PCB contaminated	241,000	lb		
7029CH	Soil, PCB contaminated to be placed in covered hopper rail cars (See C.50)	3,750,000	lb		
7030	Liquid over 499 ppm PCBs	19,500	lb		
7031	Liquid 50 - 499 ppm PCBs	6,800	lb		
7032	Liquid less than 50 ppm PCBs, see C.53.1	8,400	lb		
7033	Liquid and/or solid mixtures with PCBs less than 50 ppm; may be contaminated with (but not limited to) solvents, oils, water.	1,275	lb		
7034	Liquid and/or solid mixtures with PCBs 50-499 ppm may be contaminated with (but not limited to) solvents, oils, water.	1,650	lb		
7035	Liquid and/or solid mixtures with PCBs over 499 ppm may be contaminated with (but not limited to) solvents, oils, water).	150	lb		
7036	PCB sludge over 499 ppm	37	lb		
7037	PCB sludge over 50-499 ppm	37	lb		
7038	PCB sludge less than 50 ppm, See C.53.1	37	lb		
7100	Non-contaminated packaging material – may include (but not limited to) wood, paper, plastic	150	lb		
7200	Contaminated packaging material – may include (but not limited to) wood, paper, plastic	2,500	lb		
7990	Overage surcharge for items and containers when nine (9) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	10,500	lb		

7991	Overage surcharge for items and containers when twelve (12) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	11,250	lb		
9100 – 9199 IGNITABLE WASTES [40 CFR 261.21] D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers [See C.36]	30,400	lb		
9101RR	Small Containers [See C.36]; (Fuels Blending) [See C.53]	11,250	lb		
9102	Containerized Liquids/Multi-phase	282,000	lb		
9102CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	41,000	lb		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	162,500	lb		
9104	Containerized Solids	10,600	lb		
9104RR	Containerized Solids; (Fuels Blending) [See C.53]	8,000	lb		
9105	Aerosols	3,000	lb		
9106	Bulk Liquids (pumpable) See C.35	23,250	lb		
9106RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.35]	36,000	lb		
9200 – 9299 CORROSIVE WASTES [40 CFR 261.21] D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers [See C.36]	25,750	lb		
9202	Containerized Liquids/Multi-phase	24,500	lb		
9202CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	3,000	lb		
9202MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm). [See C.43]	800	lb		
9202RR	Containerized Liquids/Multi-phase; (Fuels Blending) [See C.53]	4,200	lb		
9204	Containerized Solids	24,750	lb		
9204AT	Containerized Solids; ATON batteries contaminated with high level of mercury above 260ppm (See C.71)	12,000	lb		
9204NC	Containerized Solids (NiCad Batteries) [See C.57]	15,100	lb		
9205	Aerosols	1,050	lb		
9300 – 9399 REACTIVE WASTES [40 CFR 261.21] D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers [See C.36]	3,250	lb		
9302	Containerized Liquids Multi-phase	11,650	lb		

9304	Containerized Solids	10,500	lb		
9304LL	Containerized Solids (Lithium Batteries) [See C.67]	84,050	lb		
9304NN	Containerized Solids (Oxygen Breathing Apparatus Canisters)	12,000	lb		
9400 – 9499 TOXICITY CHARACTERISTICS WASTES [40 CFR 261.21] D004-43					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers [See C.36]	3,575	lb		
9402	Containerized Liquids/Multi-phase	323,700	lb		
9402AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	65,400	lb		
9402CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	106,600	lb		
9402FS	Containerized Liquids/Multi-phase (Fixer Developer Solution) [See C.64]	25,100	lb		
9402RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	119,350	lb		
9402SD	Containerized Liquids/Multi-phase; Solvents, See C.55	3,400	lb		
9404	Containerized Solids	424,800	lb		
9404CD	Containerized Solids; [CERCLA wastes; see C.74.]	44,800	lb		
9404FL	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9404FT	Containerized Solids (Fluorescent Lights) [See C.58]	33,000	lb		
9404MB	Containerized Solids (Mercury Batteries) [See C.54]	13,300	lb		
9404MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm).	7,700	lb		
9404NC	Containerized Solids (NiCad Batteries) [See C.57]	6,125	lb		
9404RR	Containerized Solids; (Fuels Blending) [See C.53]	750	lb		
9405	Aerosols	1,950	lb		
9406	Bulk Liquids (pumpable) See C.35	82,500	lb		
9406RR	Bulk Liquids (pumpable); (Fuels Blending) [See C.35 & C.53]	75,000	lb		
9407	Bulk Solids	207,750	lb		

9407CD	Bulk Solids; [CERCLA wastes; see C.74.]	303,750	lb		
9500 – 9529 SPENT SOLVENT WASTES [40 CFR 261.21] F001-5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers [See C.36]	1,900	lb		
9502	Containerized Liquids/Multi-phase	121,050	lb		
9502CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	113,900	lb		
9502SD	Containerized Liquids/Multi-phase (Solvent Distillation) [See C.55]	10,750	lb		
9504	Containerized Solids	42,000	lb		
9504CD	Containerized Solids; [CERCLA wastes; see C.74.]	119,600	lb		
9506	Bulk Liquids (pumpable)	127,500	lb		
9530 – 9559 ELECTROPLATING WASTES [40 CFR 261.21] F006-12					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	150	lb		
9534	Containerized Solids	150	lb		
9560 – 9579 DIOXIN RELATED WASTES [40 CFR 261.21] F020-23, 26-28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers [See C.36]	1125	lb		
9562	Containerized Liquids/Multi-phase	750	lb		
9564	Containerized Solids	500	lb		
9567	Bulk Solids	25000	lb		
9700 – 9749 ACUTELY HAZARDOUS WASTES [40 CFR 261.21] P-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers [See C.36]	39,400	lb		
9702	Containerized Liquids/Multi-phase	900	lb		
9702CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	37,500	lb		
9704	Containerized Solids	1,650	lb		
9750 – 9799 TOXIC WASTES [40 CFR 261.21] U-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers [See C.36]	2,500	lb		
9752	Containerized Liquids/Multi-phase	5,375	lb		
9754	Containerized Solids	1,200	lb		
9755	Aerosols	425	lb		
9757	Bulk Solids	15,000	lb		
9900 – 9999 NON-RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers [See C.36]	43,350	lb		

9901LP	Small Containers (Latex Paint) [See C.36 and C.59]	9,600	lb		
9902	Containerized Liquids/Multi-phase	729,700	lb		
9902AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	345,850	lb		
9902CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	25,275	lb		
9902FA	Containerized Liquids/Multi-phase (Oil Filters drained of oil, some liquid remaining) [See C.60]	5,800	lb		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) [See C.59]	35,700	lb		
9902RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	70,000	lb		
9902RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	60,000	lb		
9902RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9902RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	240,100	lb		
9902UG	Containerized Liquids/Multi-phase; used cooking grease	75,000	lb		
9904	Containerized Solids	883,000	lb		
9904AB	Containerized Solids (Alkaline Batteries) [See C.62]	40,200	lb		
9904CD	Containerized Solids; [CERCLA wastes; see C.74.]	93,375	lb		
9904FB	Containerized Solids (Oil Filters) [See C.60]	6,450	lb		
9904FT	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9904FL	Containerized Solids (Flourescent Lights (See C.58)	1000	lb		
9904LA	Containerized Solids (Lead Acid Batteries) [See C.56]	80,000	lb		
9904MB	Containerized Solids (Mercury Batteries) [See C.54	100	lb		
9904NC	Containerized Solids (NiCad Batteries) See C.57	6,125	lb		
9905	Aerosols	2,700	lb		
9906	Bulk Liquids (pumpable)	260,000	lb		
9906RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	55,000	lb		
9906RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	55,000	lb		

9906RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9906RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.53]	120,375	lb		
9907	Bulk Solids	22,500	lb		
9907TR	Bulk Solids; Thermal remediation of soils containing petroleum (PCS) (See C.85)	330,000	lb		

Estimated Price, 18-Month First Option Period _____

ALASKA SECOND OPTION

0800-0899 COMPRESSED GAS CYLINDERS					
CLIN	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
0810	Inert – cartridge	140	ea		
0811	Inert - lecture	15	ea		
0812	Inert - small	15	ea		
0813	Inert - medium	15	ea		
0814	Inert - large	15	ea		
0852	Refrigerant - small	15	ea		
0853	Refrigerant – medium	15	ea		
0854	Refrigerant - large	15	ea		
0870	Poison Zones B, C or D - cartridge	15	ea		
0871	Poison Zones B, C or D - lecture	15	ea		
0872	Poison Zones B, C, or D - small	15	ea		
0873	Poison Zones B, C, or D – medium	15	ea		
0874	Poison Zones B, C, or D – large	15	ea		
0875	Poison Zones B, C, or D – extra large	10	ea		
0881AA	Flammable – lecture	60	ea		
0882AA	Flammable – small	25	ea		
0883AA	Flammable – medium	25	ea		
0884AA	Flammable – large	25	ea		
0885AA	Flammable – extra large	25	ea		
0882	Flammable – small; consisting of acetylene w/asbestos lining	40	ea		
0883	Flammable – medium; consisting of acetylene w/asbestos lining	40	ea		
0884	Flammable – large; consisting of acetylene w/asbestos lining	40	ea		
0885	Flammable – extra large; consisting of acetylene w/asbestos lining	20	ea		
6600 – 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	Perform total TCLP for wastes D004-D043 [See C.47]	30	ea		
6601	Evaluation/Identification of Cylinders, See C.205	160	ea		
6604	Prepare waste profile form [See C.48]	135	ea		
6605ZA	Provide and prepare Lab Packs (85 gallon drum) [See C.52]	10	ea		
6605ZB	Provide and prepare Lab Packs (55 gallon drum) [See C.52]	45	ea		
6605ZD	Provide and prepare Lab Packs (30 gallon drum) [See C.52]	42	ea		

6605ZF	Provide and prepare Lab Packs (15 gallon drum) [See C.52]	43	ea		
6606	Prepare Hazardous Material/Waste items for turn-in to the DRMO. Requirement may include (but not limited to) preparation of DD Form 1348-1, waste profile form	30	ea		
6607	Analysis to Identify Cylinder Contents (See C.206)	200	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile form [See C.49]	270	ea		
6609AA	Perform management services to box and crate material/waste for turn-in to the DRMO, [See C.75 & F.3]	67	hr		
6609AB	Perform management services to prepare reports, [See C.76 & F.3]	670	hr		
6609EA	Perform management services for DRMO's (See C.77)	1950	hr		
6609DP	Cleaning and Crushing Drums, See C.88	50,000	lbs		
6609EB	Operate an Energy Recovery Furnace, See C.86	200	hr		
6609EL	Perform management services for Elmendorf AFB, [See C.83]	78	wk		
6609EM	Environmental Technician, See C.83	90	hr		
6609EN	Truck with Lift Gate and Operator, See C.83	90	hr		
6609NG	Perform management services for AK ANG (See C.84)	15	ea		
6610AA	Transportation from remote USCG site; Sitka/Woodrush; See C.73/F.3	2	ea		
6610AB	Transportation from remote USCG site; Ketchikan; See C.73/F.3	1	ea		
6610AC	Transportation from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610AD	Transportation from remote USCG site; Homer; See C.73/F.3	1	ea		
6610AE	Transportation from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610AF	Transportation from remote USCG site; Kodiak; See C.73/F.3	6	ea		
6610AG	Transportation from remote USCG site; Valdez; See C.73/F.3	2	ea		
6610AH	Transportation from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	9	ea		

6610AJ	Transportation from remote USCG or US Army site @ Tok; See C.73/F.3	5	ea		
6610AP	Transportation from remote site; Haines fuel terminal; See C.73/F.3	6	ea		
6610AT	Air transportation from remote AK ANG site; Nome; See C.73/F.3	2	ea		
6610AW	Transportation from remote AK ANG site; Whittier; See C.73/F.3	4	ea		
6610PA	Transportation of PCB's from remote USCG site; Sitka/Woodrush; See C.73/F.3	1	ea		
6610PB	Transportation of PCB's from remote USCG site; Ketchikan; See C.73/F.3	3	ea		
6610PC	Transportation of PCB's from remote USCG site; Petersburg; See C.73/F.3	1	ea		
6610PD	Transportation of PCB's from remote USCG site; Homer; See C.73/F.3	1	ea		
6610PE	Transportation of PCB's from remote USCG site; Cordova; See C.73/F.3	1	ea		
6610PF	Transportation of PCB's from remote USCG site; Kodiak; See C.73/F.3	3	ea		
6610PG	Transportation of PCB's from remote USCG site; Valdez; See C.73/F.3	1	ea		
6610PH	Transportation of PCB's from remote site; USCG Seward or Seward US Army Recreation site; See C.73/F.3	6	ea		
6610PJ	Transportation of PCB's from remote site @ Tok; USCG or US Army; See C.73/F.3	2	ea		
6610PP	Transportation of PCB's from remote site @ Haines Fuel Terminal; See C.73/F.3	2	ea		
6610PW	Transportation of PCB's from remote site @ Whittier; See C.73/F.3	1	ea		
6611AA	Expedited Removal charges (15 calendar days) [See C.51]	19	ea		
6611BB	Expedited Removal charges (10 calendar days) [See C.51]	43	ea		
6611CC	Expedited Removal charges (7 calendar days) [See C.51]	5	ea		
6611DD	Expedited Removal charges (5 calendar days) [See C.51]	30	ea		
6611EE	Expedited Removal charges (3 calendar days) [See C.51]	3	ea		
6611FF	Expedited Removal charges (1 calendar day) [See C.51]	15	ea		

6611AX	Expedited Performance charges (15 calendar days) [See C.51]	5	ea		
6611BX	Expedited Performance charges (10 calendar days) [See C.51]	40	ea		
6611CX	Expedited Performance charges (7 calendar days) [See C.51]	5	ea		
6611DX	Expedited Performance charges (5 calendar days) [See C.51]	30	ea		
6611EX	Expedited Performance charges (3 calendar days) [See C.51]	5	ea		
6611FX	Expedited Performance charges (1 calendar day) [See C.51]	15	ea		
6612	Pumping charges, may included (but not limited to) pumping from drums	12	ea		
6613AA	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (up to and including 500 gallons in size)(See clauses C.46 & F.3)	60	ea		
6613AB	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 500 and up to and including 1,000 gallons in size)(See clauses C.46 & F.3)	21	ea		
6613AC	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 1,000 and up to and including 5,000 gallons in size)(See clauses C.46 & F.3)	90	ea		
6613AD	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 5,000 and up to and including 10,000 gallons in size)(See clauses C.46 & F.3)	7	ea		
6613AE	Cleaning/Services charges – may include (but not limited to) cleaning of tanks, totes, oil/water separators (greater than 10,000 gallons and up to and including 20,000 gallons in size)(See clauses C.46 & F.3)	10	ea		
6615ZA	Provide Storage Containers (10 cubic yard rolloff) [See C.50]	20	ea		
6615ZC	Provide Storage Containers (20 cubic yard rolloff) [See C.50]	50	ea		
6615ZF	Provide Storage Containers (40 cubic yard rolloff) [See C. 50]	5	ea		

6615CH	Covered Hopper Rail Cars [See C.50]	2	ea		
6615	Storage Container Rental Charges [See C.50]	12	ea		
6615YY	Replacement of Storage Container [See C.50]	75	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) (D001-EPA Method 1010, 1020; D002-EPA Method 9040, 9041, 1110; D003-9010, 9030, water reactive determination)	60	ea		
6619	Perform TCLP Metals analysis to determine 8 TCLP metals (D004-D011) [See C.47;F.3]	60	ea		
6619EL	Perform TC Metals Analysis	5	ea		
6619AM	Perform Total Lead analysis – SW846 Method 7421	5	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis [See C.47/F.3]	7	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018-D043) [See C.47/F.3]	60	ea		
6622	Perform TCLP Pesticides/Herbicides analysis to determine 6 TCLP pesticides/herbicides (D012-D017) [See C.47/F.3]	7	ea		
6623	Perform F-series solvent analysis to determine 30 solvents listed under EPA waste codes F001-F005 [See C.47/F.3]	7	ea		
6626	Perform Total Petroleum Hydrocarbons (THP) analysis	5	ea		
6630MM	Surcharge for Disposal of High Level Mercury [See C/43]	4620	lb		
6632	Perform Total Polynuclear Aromatic Hydrocarbons analysis	10	ea		
6633	Perform Chlorinated Hydrocarbons analysis	2	ea		
6634	Perform Chlorinated Herbicides analysis	2	ea		
6635	Perform Cyanides analysis (EPA Methods 9101, 9012)	2	ea		
6637	Perform Volatile Organics analysis (EPA Method 8240)	2	ea		
6640	Perform Paint Filter Test (EPA Method 9095)	2	ea		
6643	Provide BTU/ash percent/total sulfur content	5	ea		
6648	Determine Polycyclic Aromatic Hydrocarbons (PAH) (EPA Methods 8300, 8310)	5	ea		
6649	Perform TCLP analysis to determine toxicity (Applicable 7000 series in SW846) [See C.43/F.3]	15	ea		

6650	Determine Particulate matter (PM10) sizing. [See C.43/F.3]	15	ea		
6651	Determine Gasoline Range Organics (GRO) [See C.43/F.3]	15	ea		
6652	Perform analysis to determine Organochlorine Pesticides and PCBs (EPA Method 8080). [See C.43/F.3]	15	ea		
6653	Perform analysis to determine Chlorinated Dioxins (EPA Method 8280). [See C.43/F.3]	15	ea		
6655	Perform “fingerprint” analysis to determine flash point, corrosivity, and specific gravity, color and state (See 5.3.1 of DRMO permit)	50	ea		
6658	Determine Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) levels in soil, GRO AK 101, DRO 102, RRO 103	10	ea		
7000-7099 PCB's (40 CFR 761)					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
7000	Articles (other than transformers & capacitors) over 499 ppm PCB's	3,725	lb		
7001	Articles (other than transformers & capacitors) over 499 ppm PCB's(draind)	200	lb		
7002	Articles (other than transformers & capacitors) 50-499 ppm PCBs	375	lb		
7003	Articles (other than transformers & capacitors) 50-499 ppm PCBs (drained)	1,700	lb		
7004	Articles (other than transformers & capacitors) less than 50 ppm PCBs	16,000	lb		
7005	Articles (other than transformers & capacitors) less than 50 ppm PCB's (drained)	12,000	lb		
7006	PCB-Contaminated Electrical Equipment, 50- 499 ppm PCB's	75	lb		
7007	Transformers over 499 ppm PCBs	20,400	lb		
7008	Transformers over 499 ppm PCBs (drained)	75	lb		
7009	Transformers over 499 ppm PCBs (sealed)	4,250	lb		
7010	Transformers 50-499 ppm PCBs	35,500	lb		
7011	Transformers 50-499 ppm PCBs (drained)	1,500	lb		
7012	Transformers less than 50 ppm PCBs	63,000	lb		
7013	Transformers less than 50 ppm PCBs (drained)	4,200	lb		
7014 [7047 included]	Small capacitors over 499 ppm PCBs	19,000	lb		
7015	Large capacitors over 499 ppm PCBs	1,800	lb		
7016	Small capacitors over 499 ppm PCBs (drained)	1,875	lb		
7017	Large capacitors over 499 ppm PCBs (drained)	200	lb		

7018	Small capacitors 50 - 499 ppm PCBs	45	lb		
7019	Large capacitors 50-499 ppm PCBs	1,550	lb		
7020	Small capacitors 50 - 499 ppm PCBs (drained)	37	lb		
7021	Large capacitors 50-499 ppm PCBs (drained)	450	lb		
7022	Small capacitors less than 50 ppm PCBs	525	lb		
7023	Large capacitors less than 50 ppm PCBs	80	lb		
7024	Small capacitors less than 50 ppm PCBs (drained)	37	lb		
7025	Large capacitors less than 50 ppm PCBs (drained)	450	lb		
7026	Sweeping compound, any PCB concentration	100	lb		
7027	Pallets, any PCB concentration	37	lb		
7028	Debris (example: rags, cans, drums, wood PCB contaminated)	3,000	lb		
7029	Soil, PCB contaminated	241,000	lb		
7029CH	Soil, PCB contaminated to be placed in covered hopper rail cars (See C.50)	3,750,000	lb		
7030	Liquid over 499 ppm PCBs	19,500	lb		
7031	Liquid 50 - 499 ppm PCBs	6,800	lb		
7032	Liquid less than 50 ppm PCBs, see C.53.1	8,400	lb		
7033	Liquid and/or solid mixtures with PCBs less than 50 ppm; may be contaminated with (but not limited to) solvents, oils, water.	1,275	lb		
7034	Liquid and/or solid mixtures with PCBs 50-499 ppm may be contaminated with (but not limited to) solvents, oils, water.	1,650	lb		
7035	Liquid and/or solid mixtures with PCBs over 499 ppm may be contaminated with (but not limited to) solvents, oils, water).	150	lb		
7036	PCB sludge over 499 ppm	37	lb		
7037	PCB sludge over 50-499 ppm	37	lb		
7038	PCB sludge less than 50 ppm, See C.53.1	37	lb		
7100	Non-contaminated packaging material – may include (but not limited to) wood, paper, plastic	150	lb		
7200	Contaminated packaging material – may include (but not limited to) wood, paper, plastic	2,500	lb		
7990	Overage surcharge for items and containers when nine (9) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	10,500	lb		

7991	Overage surcharge for items and containers when twelve (12) months have elapsed between the out of service date and delivery order removal date (See C.1.f)	11,250	lb		
9100 – 9199 IGNITABLE WASTES [40 CFR 261.21] D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers [See C.36]	30,400	lb		
9101RR	Small Containers [See C.36]; (Fuels Blending) [See C.53]	11,250	lb		
9102	Containerized Liquids/Multi-phase	281,814	lb		
9102CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	41,000	lb		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	162,500	lb		
9104	Containerized Solids	10,600	lb		
9104RR	Containerized Solids; (Fuels Blending) [See C.53]	8,000	lb		
9105	Aerosols	3,000	lb		
9106	Bulk Liquids (pumpable) See C.35	23,250	lb		
9106RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.35]	36,000	lb		
9200 – 9299 CORROSIVE WASTES [40 CFR 261.21] D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers [See C.36]	25,750	lb		
9202	Containerized Liquids/Multi-phase	24,500	lb		
9202CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	3,000	lb		
9202MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm). [See C.43]	800	lb		
9202RR	Containerized Liquids/Multi-phase; (Fuels Blending) [See C.53]	4,200	lb		
9204	Containerized Solids	24,750	lb		
9204AT	Containerized Solids; ATON batteries contaminated with high level of mercury above 260ppm (See C.71)	12,000	lb		
9204NC	Containerized Solids (NiCad Batteries) [See C.57]	15,100	lb		
9205	Aerosols	1,050	lb		
9300 – 9399 REACTIVE WASTES [40 CFR 261.21] D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers [See C.36]	3,250	lb		
9302	Containerized Liquids Multi-phase	11,650	lb		

9304	Containerized Solids	10,500	lb		
9304LL	Containerized Solids (Lithium Batteries) [See C.67]	84,050	lb		
9304NN	Containerized Solids (Oxygen Breathing Apparatus Canisters)	12,000	lb		
9400 – 9499 TOXICITY CHARACTERISTICS WASTES [40 CFR 261.21] D004-43					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers [See C.36]	3,575	lb		
9402	Containerized Liquids/Multi-phase	323,700	lb		
9402AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	65,400	lb		
9402CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	106,600	lb		
9402FS	Containerized Liquids/Multi-phase (Fixer Developer Solution) [See C.64]	25,100	lb		
9402RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	119,350	lb		
9402SD	Containerized Liquids/Multi-phase; Solvents, See C.55	3,400	lb		
9404	Containerized Solids	424,800	lb		
9404CD	Containerized Solids; [CERCLA wastes; see C.74.]	44,800	lb		
9404FL	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9404FT	Containerized Solids (Fluorescent Lights) [See C.58]	33,000	lb		
9404MB	Containerized Solids (Mercury Batteries) [See C.54]	13,300	lb		
9404MM	Containerized Liquids/Multi-phase; High level mercury/mercury compounds (concentrations >260ppm).	7,700	lb		
9404NC	Containerized Solids (NiCad Batteries) [See C.57]	6,125	lb		
9404RR	Containerized Solids; (Fuels Blending) [See C.53]	750	lb		
9405	Aerosols	1,950	lb		
9406	Bulk Liquids (pumpable) See C.35	82,500	lb		
9406RR	Bulk Liquids (pumpable); (Fuels Blending) [See C.35 & C.53]	75,000	lb		
9407	Bulk Solids	207,750	lb		

9407CD	Bulk Solids; [CERCLA wastes; see C.74.]	303,750	lb		
9500 – 9529 SPENT SOLVENT WASTES [40 CFR 261.21] F001-5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers [See C.36]	1,900	lb		
9502	Containerized Liquids/Multi-phase	121,050	lb		
9502CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	113,900	lb		
9502SD	Containerized Liquids/Multi-phase (Solvent Distillation) [See C.55]	10,750	lb		
9504	Containerized Solids	42,000	lb		
9504CD	Containerized Solids; [CERCLA wastes; see C.74.]	119,600	lb		
9506	Bulk Liquids (pumpable)	127,500	lb		
9530 – 9559 ELECTROPLATING WASTES [40 CFR 261.21] F006-12					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	150	lb		
9534	Containerized Solids	150	lb		
9560 – 9579 DIOXIN RELATED WASTES [40 CFR 261.21] F020-23, 26-28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers [See C.36]	1125	lb		
9562	Containerized Liquids/Multi-phase	750	lb		
9564	Containerized Solids	500	lb		
9567	Bulk Solids	25000	lb		
9700 – 9749 ACUTELY HAZARDOUS WASTES [40 CFR 261.21] P-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers [See C.36]	39,400	lb		
9702	Containerized Liquids/Multi-phase	900	lb		
9702CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	37,500	lb		
9704	Containerized Solids	1,650	lb		
9750 – 9799 TOXIC WASTES [40 CFR 261.21] U-LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers [See C.36]	2,500	lb		
9752	Containerized Liquids/Multi-phase	5,375	lb		
9754	Containerized Solids	1,200	lb		
9755	Aerosols	425	lb		
9757	Bulk Solids	15,000	lb		
9900 – 9999 NON-RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers [See C.36]	43,350	lb		

9901LP	Small Containers (Latex Paint) [See C.36 and C.59]	9,600	lb		
9902	Containerized Liquids/Multi-phase	729,700	lb		
9902AF	Containerized Liquids/Multi-phase (Antifreeze) [See C.55]	345,850	lb		
9902CD	Containerized Liquids/Multi-phase; [CERCLA wastes; see C.74.]	25,275	lb		
9902FA	Containerized Liquids/Multi-phase (Oil Filters drained of oil, some liquid remaining) [See C.60]	5,800	lb		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) [See C.59]	35,700	lb		
9902RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	70,000	lb		
9902RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	60,000	lb		
9902RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9902RR	Containerized Liquids/Multi-phase (Fuels Blending) [See C.53]	240,100	lb		
9902UG	Containerized Liquids/Multi-phase; used cooking grease	75,000	lb		
9904	Containerized Solids	883,000	lb		
9904AB	Containerized Solids (Alkaline Batteries) [See C.62]	40,200	lb		
9904CD	Containerized Solids; [CERCLA wastes; see C.74.]	93,375	lb		
9904FB	Containerized Solids (Oil Filters) [See C.60]	6,450	lb		
9904FT	Containerized Solids (Fluorescent Lights) [See C.58]	3,000	lb		
9904FL	Containerized Solids (Flourescent Lights (See C.58)	1000	lb		
9904LA	Containerized Solids (Lead Acid Batteries) [See C.56]	80,000	lb		
9904MB	Containerized Solids (Mercury Batteries) [See C.54	100	lb		
9904NC	Containerized Solids (NiCad Batteries) See C.57	6,125	lb		
9905	Aerosols	2,700	lb		
9906	Bulk Liquids (pumpable)	260,000	lb		
9906RA	Petroleum products for fuel blending, See C.53.1. Fuel with < 15% water	55,000	lb		
9906RB	Petroleum products for fuel blending, See C.53.1. Fuel with between 15 & 49% water	55,000	lb		

9906RC	Petroleum products for fuel blending, See C.53.1. Fuel with between 50 and 80% water	20,000	lb		
9906RR	Bulk Liquids (pumpable) (Fuels Blending) [See C.53]	120,375	lb		
9907	Bulk Solids	22,500	lb		
9907TR	Bulk Solids; Thermal remediation of soils containing petroleum (PCS) (See C.85)	330,000	lb		

Estimated Price, 18-Month Second Option Period _____

Total Estimated Price, All Three Periods _____

C.0 SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCB) AND PCB
CONTAMINATED MATERIAL**

The contractor agrees to provide all services necessary for the disposal of PCB, PCB contaminated and non-PCB contaminated material listed in the schedule. These services shall include all necessary personnel, labor, transportation, packaging, detailed analysis (if required for disposal, and/or transportation including manifesting or completing waste profile sheets) equipment and the compilation and submission of all documentation required by the clause at G. 11, SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING. All PCB, PCB contaminated and non-PCB material under this contract shall be transported and disposed of within the continental United States (except for such outside transportation and disposal as would be required for all pickup sites located outside the continental United States). All PCB, PCB contaminated and non-PCB material will be disposed of in accordance with U.S. Environmental Protection Agency guidelines in 40 CFR Part 761 entitled "Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions." However, for purposes of this contract, all PCBs, PCB contaminated and non-PCB material will be disposed of in accordance with paragraphs (b) and (c) below. The contractor is cautioned that he is solely responsible to ascertain the extent to which 40 CFR Part 761 affects the operations resulting from this solicitation and to comply therewith.

CLINs 7990 and 7991 only apply to wastes that have a PCB level of 50ppm or greater. The contractor will not be allowed the surcharge for wastes with less than 50 PPM PCB levels. The only exception to this is for wastes generated in states that regulate PCB's at lower levels than 50 PPM. In those cases, the surcharge CLINs will apply only if wastes meet or exceed the state regulated level.

(a) PCB, PCB contaminated and non-PCB SLUDGES: For the purpose of this contract, these sludges shall not be offered to the contractor in bulk tanks unless the sludge is in pumpable condition.

(b) DISPOSAL METHODS: The Contractor shall dispose of all items in a manner which is in conformity with 40 CFR 761.60, except for those methods in said regulation which would result in use, reuse or recycling of the contract property. The only method approved which will allow for use, reuse or recycling is identified in paragraph (c) below. Methods of disposal and disposal facilities shall be approved by US EPA and other Government agencies. The contractor is to provide a complete list of facilities performing detoxification and disposal, as well as those facilities receiving the recycled metals. Letters of Agreement must indicate the recipient of the recycled materials has a total knowledge of the material being accepted, i.e. the material has been recycled from PCB laden items, articles, transformers, capacitors, etc. All rinse waters (from containers) is to be collected, detoxified, incinerated or landfilled. Containers which

cannot be recycled are to be triple rinsed and either landfilled or incinerated in a facility approved for PCB disposal.

(c.) DRMS reserves the right to inspect facility processes for the alternate disposal method prior to their approval.

(d) CERTIFICATE OF RECYCLING

A Certificate of Recycling will be issued to the agency listed in BLOCK THREE of the Hazardous Waste Manifest, as well as accompany the invoice for payment. Certificates of Recycling will list the entire audit trail of the material being recycled. This will include the facility receiving the detoxified liquids (mineral oil), and/or the facility receiving any metals, or other matter derived from the breakdown of any CLINs.

(e) CERTIFICATE OF DISPOSAL

A Certificate of Disposal must accompany the documentation stated in G.11 listing all disposal methods, which will include the method(s) of disposal and destruction, e.g., T07 (Incineration), D80 (Landfill). Should any recycled CLINs require it's by-product to either be incinerated or landfilled, a Certificate of Disposal must accompany the Certificate of Recycling. For example; if 10,000 gallons of PCB liquid is de-chlorinated, a 10 pounds of residue remains as a product, a Certificate of recycling will be issued for the liquid, and a Certificate of Disposal for the 10 pounds of product residue.

(f) Processing (PCB's)

The contractor shall not drain and/or flush PCB items at government installations. Draining will be allowed only to prevent leaking and to meet DoT regulations.

(g) SURCHARGE FOR EXPEDITED DISPOSAL CLIN 7990/7991

When these CLINs are ordered, the contractor shall be required to pickup and dispose of PCB bearing property on an expedited basis. For these items the contractor shall handle disposal in the most expeditious manner practical. The contractor shall pickup PCB bearing property within 15 days of the issuance of a delivery order. The period from issuance of a delivery order until ultimate disposal of the PCB bearing property shall be no more than 90 days. Documentation related to these items can be processed in accordance with Clause F.3.

C.2 STATEMENT OF WORK FOR COMPRESSED GAS CYLINDERS (See also C.200 et al)

Contractor shall provide all services necessary for the assessment of all gas cylinders, the discharge of inert gases, the final treatment/disposal or recycling of the non-inert gases, and the

decommissioning, cleansing and recycling of metal from emptied cylinders in accordance with all local, state, and Federal laws, and regulations, and all terms and conditions of this contract. These services shall include all necessary personnel, labor, transportation, packaging, detailed analysis (if required for disposal and/or transportation including manifesting or completing waste profile sheets), equipment and the compilation and submission of all documentation required by the clause at G. 11. All items listed in the schedule are being discarded by the Government; some are considered to be hazardous waste.

When the Government has information identifying contents, it is provided for informational purposes only and is not a guarantee of the cylinder contents. A listed content does not relieve the contractor from the responsibility to ensure that the contents are correctly identified and manifested when appropriate. Contractor is required to assess all compressed gas cylinders at the designated locations and determine if they are inert and can be discharged to the atmosphere on site, or if they are non-inert and can be transported off-site for disposal/recycling. Contractor is authorized to revalve cylinders in order to discharge gases or transport off-site as appropriate.

The contractor shall not remove any gas cylinder(s) whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The contractor is required to provide the COR written explanation for refusing any cylinder for processing, see Attachment II. Refused cylinders must be identified by serial number or other identifiable markings or by a contractor/COR assigned identification number. This number must be identified in the written explanation of refusal.

The contractor is required to discharge, dispose or recycle the gas in accordance with DLAR 4145.25 (available upon written request). The contractor shall provide a Certificate of Disposal/Destruction, which is provided by the TSDF, or a certificate of recycling to the generator for all gases and emptied cylinders upon the generator's request at no additional cost.

The following sizes are possible cylinder sizes:

CYLINDER SIZE CODE

Gas cylinder valves are NOT to be included when determining the overall size of the cylinder.

CARTRIDGES: Equal to or less than 2" in diameter and less than 7" in length

LECTURE BOTTLE: Equal to or less than 2-1/2" diameter and less than 15" in length

SMALL CYLINDER: Equal to or less than 6" in diameter and less than 24" in length

MEDIUM CYLINDER: Equal to or less than 12” in diameter and less than 36” in length

LARGE CYLINDER: Equal to or less than 15” in diameter and less than 52” in length

EXTRA LARGE CYLINDER: Equal to or less than 36” in diameter and less than 84” in length

C.3 STATEMENT OF WORK

a. The Government agrees that all hazardous property placed on delivery order on this contract will be accompanied by documentation and markings that comply with all applicable Federal, state, and local laws and regulations relating to the generation and storage of hazardous property.

b. The Contractor agrees to provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, labor, transportation, packaging, equipment, and the compilation and submission of all documentation required by clause G.11. CLINs 9100 through 9899, regardless of their condition, are being discarded by the Government and are considered to be hazardous waste. CLINs 9900 through 9999, are not considered to be Federal or state regulated hazardous waste.

c. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15. The Contractor may not ship waste outside of the United States to circumvent EPA land disposal restrictions as cited in 40 CFR 268.

C.5 DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Contractor will comply with, and ensure that all applicable subcontractors comply with, all requirements of United States Department of Transportation (DoT) regulations, 49 CFR Parts 100-199, regarding waste transportation under this contract. Complete compliance with these regulations shall include, but not be limited to, ensuring that emergency response information is carried on transport vehicles and maintained at facilities where hazardous materials are received, stored, or handled during transportation. Shipping papers will contain an emergency response telephone number supplied by the disposal contractor which is monitored 24 hours a day in order to provide immediate, detailed emergency response information to personnel reacting to emergencies. Technical names will be included in the descriptions of materials reflected on

shipping papers by "not otherwise specified" (n.o.s.) descriptions. Definitions of the terms used in this clause are those used in 49 CFR 100-199.

Contractor will provide a copy of the shipping paper to the operator of the facility when a vehicle is left at a location overnight and which has been loaded elsewhere. For example, the vehicle is loaded at Eielson AFB and moved to Ft. Wainwright and left overnight for loading the next day. Ft. Wainwright needs a copy of the shipping paper in case an emergency response becomes necessary. The shipping paper will also be affixed to the vehicle in a weatherproof envelope.

C.6 SPILL RESPONSIBILITY

a. The Contractor is solely responsible for any and all spills or leaks during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the Government and in a manner that complies with applicable Federal, state, and local laws and regulations. The clean up shall be at no cost to the Government. The contractor must have available to them at all times, appropriate spill response material such as overpacks, shovels, absorbent material etc. commensurate with the spill possibilities relative to the removal being accomplished. If the contractor does not have the necessary material, pickup and removal operations can not be initiated.

b. The Contractor shall report all such spills or leaks, regardless of their quantity, to the Contracting Officer (CO) and installation fire department immediately upon discovery. A written follow-up report shall be submitted to the contracting officer not later than 24 hours after the initial telephonic report and the installation's spill plan must be adhered to. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Estimated amount spilled.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications contractor has with press or Government officials other than contracting officer.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

C.7 SAFETY

The Contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable Federal, state, local and installation laws, safety regulations and procedures, and contractor will ensure that its agents, employees, and subcontractors perform in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and personnel protective equipment shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DoD Hazardous Waste (HW) storage facility, the Contractor is required to use forklifts with specifications that meet the applicable permit requirements. When operating at a non-permitted DoD HW storage facility, the Contractors are required to use only DY, EE, or EX rated forklifts to traverse through or within fifty (50) feet of flammable property as defined by OSHA. The Contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

C.9 NOTIFICATIONS

Except as may otherwise be specified herein, the contractor shall notify the Contracting Officer's Representative (COR) for each location, at least five (5) calendar days BEFORE attempting site visits, analysis or pickups. In the event of the 24 hour response requirement being implemented, the contractor shall notify the COR of anticipated arrival times immediately upon notification. Notification requirements for other expedites are as follows:

<u>Expedited Removal or Performance</u>	<u>Notification Timeframe (Calendar Days)</u>
3 days	1 day
5 days	2 days
7 days	2 days
10 days	3 days
15 days	3 days

C.10 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, notifications, or reports which result from a contractor's transportation, recycling, or disposal decision, so that the licenses, permits, etc. comply with any applicable international, Federal, state and local laws, codes, and regulations in connection with the performance of the work. This includes acquiring any required permits or registration necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal.

C.13 DEFINITION OF FINAL TREATMENT/DISPOSAL/RECYCLING

a. For CLINs 9100 through 9899, final treatment means treatment by a RCRA handling method specified in 40 CFR Parts 264/265, appendix 1, table 2, paragraph 2. Final disposal means disposal of a waste by a RCRA handling method specified in 40 CFR, parts 264/265, appendix 1, table 2, paragraph 3.

(1) The following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 et. seq.

(2) All facilities used for interim treatment, final treatment or final disposal of items on this contract shall have as a minimum, an EPA/state approved interim status permit showing EPA hazardous waste numbers described in 40 CFR 261, subparts c and d, for each waste the facility is permitted to handle. An audit trail must be provided for all RCRA/State regulated hazardous waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract.

b. For CLINs 9900 through 9999, final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. Final disposal means processing the waste in a facility that is approved for such by the appropriate regulatory authorities which includes drum reconditioning, medical incineration, waste water treatment facilities, etc. If long-term interment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring must be used. An audit trail must be provided for all non-RCRA/non-state regulated hazardous waste until final disposal, as defined above, is accomplished.

(1) RCRA treatments, Chemical Fixation (T21) and Encapsulation (T39), when performed on CLINs 9900 through 9999 prior to landfill, are considered final processing/final disposal.

c. Recycling, if required by the Government, is defined in specific clauses located within section C of this contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract and provide the certification if the waste was issued on delivery order using the disposal CLIN. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) The Contractor is required to use the firms on the Qualified Facility List or Qualified Transporter List, respectively, for any beneficial use, re-use, recycling or reclaiming of

wastes. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains a RCRA regulated waste, as defined in 40 CFR 261 et. seq.

(2) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(3) Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.

(4) Applicable Certificates of Recycling shall be attached to the Manifest Tracking Log, DRMS form 1683, and submitted in accordance with G.11.

d. It is the Contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in Clause F.4.

C.15 SHIPPING DOCUMENTATION

a. A uniform hazardous waste manifest is required for the removal from Government premises of all CLINs 9100 through 9899 of the bid schedule. Waste designated for disposal/recycling in accordance with 40 CFR 266, 273 or 279 may not require use of a Uniform Hazardous Waste Manifest, only an appropriate shipping paper. All references to manifests in this provision relate to the "appropriate shipping paper". The Contractor shall obtain and prepare all manifests, Hazardous Waste Profile Sheets required for acceptance of waste into a Qualified Facility, land disposal restriction notifications, and any other shipping documents. The Contractor shall provide the COR with a copy of the completed form(s), for review by the appropriate Government official at least five (5) business days prior to removal. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with name of the servicing DRMO in addition to the generators and the contract and delivery order number, as applicable. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. A copy of all manifests (U.S. and Canadian), signed by the designated TSDF, shall be furnished directly to the generator whose address appears on the manifest(s) within the timeframes prescribed by 40 CFR 262.42(a)(2), or state equivalent. This manifest shall be furnished within the timeframe prescribed by 40CFR 262.42 or state equivalent, after receipt by the facility. A copy of each manifest (U.S. and Canadian), signed by the designated TSDF, shall be furnished by the contractor to the DRMO coordinating the waste disposal. As specified in 40 CFR 262.20(d) or 40 CFR 761.207(h) as applicable, if the contractor is unable to deliver the

hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

c. CLINs 9900 through 9999 of the bid schedule must be transported in accordance with DoT requirements. This includes the requirements that all hazardous materials offered for transportation be properly described on a bill of lading. The contractor shall obtain and prepare all bills of lading. In accordance with provision G.11, completed copies of all bills of lading shall be furnished to the Defense Reutilization and Marketing Office whose address appears on the bill of lading. Each bill of lading required herein shall be marked with the contract number and delivery order number as applicable.

d. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as non-hazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

Note: "Universal Waste" (UW) includes batteries, some pesticides and mercury thermostats as defined under Part 273. It also includes state-designated universal wastes, such as fluorescent light tubes. The Universal Waste Rule, Part 273, does not require the use of a hazardous waste manifest to ship UW within, to, or through a state that has adopted the UW Rule. Whenever UW is transported from, to, or through a state that has not adopted the UW Rule, a hazardous waste manifest will be used. The Contractor will designate on the manifest in block J when Universal Waste is being transported.

The regulations allow the generator to make the determination about whether to handle these specific wastes as Universal Waste under Part 273 or as hazardous waste under other parts of RCRA. The Contractor will be advised on the Delivery Order if the wastes are to be handled as Universal Waste.

Note: If items are to be shipped direct to Canada, the appropriate export requirements must be met. Coordination with DRMO and generator personnel is required.

C.18 SEGREGATION OF HAZARDOUS WASTE

All items collected on this contract must be segregated and kept physically separate from any other items until the initial TSDF is reached. The items must be so marked, that they are readily identified to this contract throughout this period. In addition, the Contractor must ensure that there is a clear audit trail for all items until final treatment/disposal is accomplished.

C.19 STATEMENT ON CONTAINERS

The Government does not warrant that the drums for containers offered for recycling/disposal are suitable for transportation in accordance with Department of Transportation regulations. The

offeror is cautioned to ascertain and assess the need for overpacking and recontainerizing based on the site visit. Waste shipments from Alaska commonly require repackaging and the contractor is required to include this cost in their disposal/recycling line item prices.

C.20 GOVERNMENT EQUIPMENT AND PERSONNEL

The Government shall not furnish any equipment or personnel to assist the Contractor in the performance of the Contractor's responsibilities under the contract. The Contractor understands that any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government owned loading equipment (clause C.33), and Government owned scales (clause C.34), C.77, C.83 and where applicable.

C.22 DETAILED ANALYSIS

If the Contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the Contracting Officer's Representative(s) (COR). Any detailed analysis must comply with all Federal, state and local requirements.

C.24 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY

a. Treatment of hazardous waste (including solidification) on Government facilities is not permitted (but see C.77). Treatment is defined as any process which meets the definition of treatment as set forth in applicable Federal (including 40 CFR 260.10), state and local laws and regulations.

b. The Contractor shall not drain and/or flush PCB items at Government installations. Draining will be allowed only to prevent leaking and to meet DoT regulations.

C.28 LAND DISPOSAL IN TEXAS

The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the Contracting Officer's Representative (COR) for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

C.29 HOURS OF OPERATION

The contractor agrees that, for those portions of the services provided on a government installation, the services will be provided during the normal hours of operations for the installation. The normal hours of operations for installations on this contract are available, upon request, from the COR.

C.31 RCRA VS NON-RCRA CLINS

a. Items identified under CLINs 9100 through 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 through 9999.

b. CLINs 9900 through 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 through 9899.

c. If the Contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 through 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 through 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period; however, the items in question will be treated as a hazardous waste in the interim and removal timeframes must be met.

d. If the Contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 through 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 through 9899. The Contractor's claim that a CLIN identified under CLINs 9900 through 9999 is actually a hazardous waste which should be identified under CLINs 9100 through 9899 shall be treated as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 through 9899 to CLINs 9900 through 9999, or from CLINs 9900 through 9999 to CLINs 9100 through 9899 shall fall under the "Changes" clause of this contract.

e. Any items identified under CLINs 9800 through 9899 which is a state regulated hazardous waste only (not a RCRA waste) may be taken to a non-RCRA facility approved by the state for that specific state regulated hazardous waste if the non-RCRA facility is listed on the Qualified Facilities List.

C.33 LOADING

a. The Contractor is responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise specified, the Government will not load at any location.

b. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the Contractor and the initial placement on the Contractor's conveyance shall be as determined by the Government. Unless

otherwise provided in the contract, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Contractor.

c. At the pickup locations listed in the following Government Loading Table, the Government is responsible for loading the items listed.

Government Loading Table

<u>Items</u>	<u>Location</u>	<u>Loading Legend</u>
Containers	Clear AFS	To Tailgate only
Containers	Ft. Greely	To Tailgate only
Containers	Kodiak	To Tailgate only
Containers	Ketchikan	To Tailgate only
Containers	Sitka	To Tailgate only

Also see C.87 for Annette Island

C.34 WEIGHING OF PROPERTY

The Contractor shall weigh all property before removal. The Government reserves the right to witness all weighing that occurs on site. The weight, agreed upon by both the Contractor and the Government representative at the time of removal, will be the basis for payment to the Contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the Contractor.

a. Bulk Items

(1) Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the Contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specific gravity of the material is known and the

volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The Contractor will arrange for and incur all expenses of weighing property at the nearest certified public scale.

b. Non-bulk Items

(1) For non-bulk items, the Contractor shall provide portable scales for outweighing of property. Portable scales must have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the Contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the Contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the Contractor will not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the Contractor, only where they are available, operable, and authorized by the Government representative. The Contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

Site	Equipment Available
DRMO Anchorage @ Elmendorf & DRMO Fairbanks @ Wainwright	Truck Scales
Fort Greely	Truck Scales
Eielson AFB	Drum Scales
Kodiak	Drum Scales
Clear AFS	Drum Scales

(4) The use of commercial scales is not authorized for non-bulk items.

C. 35 BULK LIQUID DISPOSAL

a. When bulk liquid disposal is ordered, it may be necessary for the contractor to pump material from tanks. The Contractor shall furnish a collection vehicle equipped with pumps, hoses and a metering device. Pumps and hoses shall have the capacity to safely handle the types of waste to be collected, must be cleaned/decontaminated as necessary prior to commencing work, and be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank. A tanker truck with a high

capacity pump may be required. Sludges or solids that must be removed by other measures are not included. The Contractor shall have fittings necessary to prevent accidental spills. Tank pumping may be ordered from any location in or around the pick up points in the contract. When bulk liquid disposal is ordered, the Contractor shall coordinate with the COR to determine specific equipment requirements based on location of tank(s) to be pumped. The actual weight of the material picked up must be identified on the manifest.

b. Bulk liquid disposal may be ordered from any location in or around pickup points, in addition to the known sites identified below:

SITE	BLDG. NUMBER	TANK SIZE (GALLONS)	CONTENTS
Elmendorf AFB	Fuel Truck/tank	2,000	Contaminated fuel
Army bases (See C.46)		See C.46	See C.46: 9106, 9406 & 9906 items
USCG Kodiak	N-56	10,000	9906
USCG Sitka	North of ANT Bldg	2,000	9906
Eielson AFB	4380	3,000	9406RR
“	“	9,000*	9406
“	“	3,000	9506
“	“	3,000	9506

* Truck access approximately 40 feet away from tank.

C.36 SMALL CONTAINERS AND CONTENTS

a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or non-hazardous property will be ordered using CLINs with a “1” in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or non-hazardous property that has a capacity of less than 5 gallons.

b. Small containers are not:

(1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint). These items are considered a small container only when the outermost container holding the items has a capacity of less than 5 gallons.

(2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN unless no additional handling by the Contractor is required to facilitate disposal/recycling, then the containerized CLINs will be used.

d. The Contractor shall accept the Government's CLIN assignment as a non-small container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

e. If the Contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the delivery order, and reduce the containerized CLIN's weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, re-CLIN the small container items separately as small containers on the same delivery order, and reduce the containerized CLIN's weight appropriately.

f. If the contractor elects to package EPA/DoT compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and packing materials will not be included in the total weight calculations for payment purposes.

C.37 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING FUEL BLENDING

a. DRMS acceptance of disposal services involving fuels blending is designed to encourage fuels blending as described at 40 CFR 266 and 279. It does not apply to blending for destructive incineration. Component fuels of the final blended product must adhere to regulatory guidance contained in 40 CFR Parts 266, subpart H, and 279, subpart G.

b. The fuel blending facility must provide a certification to the CO, via the Prime contractor, signed by a responsible official of the facility, which:*

(1) Specifies maximum processing time that property would remain in the fuel blending tank farm is **sixty** (60) days or less and guarantee that the fuel blended product will not remain in storage longer than the certified processing time.

(2) Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, per 40 CFR 266, subpart H and 40 CFR 279, subpart G.

(3) Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264/265 subpart O.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any incinerator that receives material in paragraphs C.37 (b)(2) and (3) above. Facilities proposed in C.37 (b)(2) and (3) which are not on the Qualified Facilities List must be requested in accordance with clause H.6. In addition, these facilities must meet the criteria outlined at clause H.5. Use of such facilities without prior DRMS approval will result in the rejection of the blender's certification and reversion to the standard tracking system, consisting of a manifest to the fuel blending facility and a manifest from the fuel blending facility to an incinerator.

d. DRMS will certify acceptance of disposal services only after acceptance of the blender's certification and manifested receipt by the fuels blending facility.

e. Any inconsistency between this provision and C.13 shall be resolved by giving precedence to this provision.

*NOTE: If the facility appears on the "Qualified Facilities" list on our web site (<http://www.drms.dla.mil/environmental/qualfac.pdf>), and the C.37 box for the facility is checked, then the contractor need not comply with this paragraph.

C.41 REPORTS

a. DD Form 1155, ORDER FORM FOR SUPPLIES OR SERVICES. The Contractor shall annotate a copy of the DD Form 1155 including any applicable continuation sheets and applicable pages from modifications to show only those lines being submitted for acceptance. These documents are to be submitted prior to the invoices as described in Clause G.11.

b. DRMS Form 1683. Manifest Tracking Log (DRMS Form 1683). The Contractor shall prepare the Manifest Tracking Log. This log is to be submitted prior to the invoices in accordance with Clause G.11. Any differences between the contract inventory and what was actually picked up or disposed of must be thoroughly described and documented. Use attachments to the manifest tracking log if necessary.

c. Certificate of Recycling: The Contractor shall prepare a Certificate of Recycling for any waste that is recycled. This certificate is to be submitted prior to the invoices in accordance with clause G.11; attachments to the certificate may be used. One copy of each certificate of recycling signed by a responsible company official for property removed will be provided to the appropriate locations as described in clause G.11, paragraphs (a)(I)(V).

C.43 DISPOSAL SURCHARGE FOR HIGH LEVEL MERCURY – CLIN 6630MM

CLIN 6630MM is a surcharge for hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg. This CLIN will be ordered in association with a disposal CLIN when the Government orders disposal of waste contaminated with high level mercury. The unit of issue for CLIN 6630MM is pounds. The Government will order an equal number of pounds of 6630MM and of the disposal CLIN. For example, for disposal of 50 pounds of CLIN 9102 contaminated with a high level of mercury, 50 pounds of CLIN 6630MM will also be ordered. CLIN 6630MM does not apply if the high level mercury waste is land disposed or treated (including incineration) prior to land disposal. It is also not applicable for items deep well injected. It is only applicable to items sent for reclamation/recycle/retort. CLIN 6630MM does not apply to disposal CLINs suffixed with an “M” in the fifth or sixth position.

C.44 EMPTY CONTAINERS

Prior to reuse or sale of empty containers, the contractor shall comply with the cleaning requirements of 40 CFR 261.7 and obliterate all markings and labels. The contractor shall be exempt from this requirement only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

C.45 BULKING AND CONSOLIDATION

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the following locations:

Ft. Richardson, Haines Terminal, Seward Army Recreation Area (ARA), Ft. Wainwright, Ft. Greely, Eielson AFB, Whittier, Clear AFS, Ketchikan, Sitka

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the following locations:

Elmendorf AFB, Ft. Richardson, Haines Terminal (???), Seward ARA, Ft. Wainwright, Ft. Greely, Eielson AFB, Whittier, Clear AFS, Ketchikan, Sitka

c. Bulking and consolidation will be allowed only if the Contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise.

C.46 TANK CLEANING – CLIN 6613AA, AB, AC, AD, AE

a. When CLIN 6613 is ordered, the Contractor shall clean tanks, totes, oil/water separators, etc., until no visible residue remains. Contractor is responsible for removing any fasteners, covers, manhole lids, grates etc prior to entry/cleaning and also for reinstallation of all that was removed after completion of the task. Stains are not considered residue. The above listed CLIN does not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank in accordance with clause C.35. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate containerized/bulk disposal CLIN based on the most previous known contents in the tank. This CLIN will appear on the Delivery Order (DO) issued for tank cleaning. However, the quantity listed on the DO will be an estimated quantity. In all cases, the Government will ensure the pumpable waste in the tanks is removed prior to tank cleaning. The Contractor is responsible for providing all cleaning equipment, containers, and wash aids. The Government will not provide containers for the sludges/solids removed. The Contractor shall also obtain access permit (for combined space entry) and all safety equipment including breathing apparatus, if required. The Contractor is required to provide a proper shipping paper identifying the quantity for all disposal CLIN waste resulting from tank cleaning in accordance with clause G.11. OWSs must be returned to operable level upon completion, discharging the remainder into the sewer. All work shall be completed within thirty (30) calendar days of issuance of a written DO (See clause F.3) except for expedited performance.

b. If the Contractor elects to introduce liquids or other materials to tanks to facilitate the removal of sludges/solids, the Contractor shall monitor through metering, weighing, or any other approved measuring technique the amount of liquids or other materials introduced into the tank. The monitoring method used must be approved by the COR prior to commencing work. The weight of the liquids or other materials introduced to the tank will be subtracted from the total weight of the wastes removed from the tank. The difference between the liquids or other materials introduced into the tank and what is removed from the tank (the resulting sludge/solids) will be disposed of under the appropriate disposal CLIN, as stated above. All weighing will occur prior to the Contractor removing the waste from the Government premises. The Government will modify the disposal CLIN weight listed on the DO to reflect the exact poundage of sludge/solids removed. The Contractor will be paid only for the sludges/solids removed, not the liquids or other materials introduced to aid cleaning. The Contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government.

c. Tank cleaning may be ordered from any location in or around pickup points in the solicitation in addition to the known sites identified below:

SITE	ANTICIPATED PREVIOUS CONTENTS	ANTICIPATE D TANK SIZE*	ABOVE/BELOW GROUND
Ft. Wainwright**	9906	500 (7 total)	Oil/Water Separator
Ft. Wainwright	9906	750	Oil/Water Separator
Ft. Wainwright	9906	1,000	Oil/Water Separator
Ft. Wainwright	9406	1,000	Oil/Water Separator
Ft. Wainwright	9906	1,250 (3 tanks)	Oil/Water Separator
Ft. Wainwright	9906	1,750	Oil/Water Separator
Ft. Wainwright	9906	2,000 (18 tanks)	Oil/Water Separator
Ft. Wainwright – Bldg 3484	9106	10,000	Above
Ft. Wainwright – Bldg 3562	9906	300 (2 tanks)	Above
Ft. Richardson	9906	1,000 (19 tanks)	Below
Ft. Richardson	9906	1,000 (14 tanks)	Oil/Water Separator
Ft. Richardson	9906	2,000 (11 tanks)	Oil/Water Separator
Ft. Richardson	9906	1,500 (9 tanks)	Oil/Water Separator
Ft. Richardson	9906	500 (3 tanks)	Oil/Water Separator
Ft. Richardson	9906	750 (3 tanks)	Below
Ft. Richardson	9906	500	Below
Ft. Greely	9106 (slop)	200 (2 Tanks)	Above
Ft. Greely	9106 (slop)	2,000 (2 Tanks)	Above
USCG	9906	10,000 (2)	Above
Anchorage CSMS/AK ANG	9402,9404,9904,9906	50 G, 200' 6"D, 50'2"D	Trench Drains, OWS, & piping
Armory	“	50G,500G,20' 6"D,30'2"D	“
OMS2	“	50G,500G,25 0'6"D,50'2"D	“
Jewel Lake	“	50G,75'6"D, 50'2"D	“
Bethel AK ANG OMS	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS, Trench Drains, & piping
AASF	“	750G,200'6" D,50'2"D	OWS, Floor Trench, & piping

Fairbanks OMS AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS, Trench Drains, & piping
AASF Hanger 1, AK ANG Bryant Airfield	9402,9404,9904,9906	750G,100'6" D,50'2"D	OWS,Floor Trench & piping
AASF Hanger 4, AK ANG Bryant Airfield	9402,9404,9904,9906	750G,100'6" D,50'2"D	OWS,Floor Trench, & piping
AASF Hanger 6, AK ANG Bryant Airfield	9402,9404,9904,9906	750G,100'6" D,50'2"D	OWS,Floor Trench, & piping
AASF Ground Power Bldg, AK ANG	9402,9404,9904,9906	750G,1000G, 50'6"D,50'2"	OWS,Floor Trench,piping & used oil UST
Juneau AASF, AK ANG	9402,9404,9904,9906 Recycler, Model SM2.	750G,200'6" D,50'2"D	OWS,Floor Trench & Piping
Nome AASF, AK ANG OMS	9402,9404,9904,9906 “	750G,200'6" D,50'2"D 50G,20'6"D, 50'2"D	OWS, Floor Trench, & piping OWS, Floor Trench, & piping
Ketchikan AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS,Trench Drains & piping
Kotzebue AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS,Trench Drains & piping
Wasilla AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS,Trench Drains & piping
Valdez AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS,Trench Drains & piping
Sitka AK ANG	9402,9404,9904,9906	50G,20'6"D, 50'2"D	OWS,Trench Drains & piping

* Expressed in gallons except feet dimensions (ie. 20') refers to linear feet with "D" (ie. 2"D) referring to diameter.

** For informational purposes only, tank sizes at Ft. Wainwright include, but are not limited to, the following: 102"L x 43"W x 40"D (1); 36"L x 36"W x 55"D (6); 132"L x 48"W x 60"D (2); 120"L x 84"W x 60"D (1); 16"W x 20"W x 63"D (1).

NOTE: Oil/Water Separators on Army bases shall be steam cleaned and free of all residue/sludge (visual verification). In addition to cleaning the OWS, the contractor shall also clean the entire system (on all installations) to include ancillary piping up to 10 linear feet from the tank itself. Ancillary piping shall be free of all obstructions allowing liquids to freely flow; sand traps shall have all visible residue removed.

C.47 PERFORM ANALYSIS

a. The Contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items. The requested analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the Contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed above (unit of issue is "each") on a DO. One each equals one waste stream (or one kit) to be analyzed by the Contractor. The Contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II and III.

(2) It is the responsibility of the Contractor to transport samples from the pickup point to the analytical laboratory. All transportation of hazardous waste shall be in accordance with 49 CFR Parts 171 through 179 and 40 CFR Parts 261 through 263. The Contractor shall also comply with state and local regulations including requirements to obtain all necessary permits, licenses and approvals. The Contractor must complete a chain of custody form for each sample taken. Completed forms must be provided to the DRMO along with the analytical data.

(3) The Contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis in accordance with G.11. If there is additional sample left over after analysis, the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulations.

c. Original analytical data and chain of custody forms will be provided to the COR within thirty (30) calendar days of issuance of a written DO for analysis CLINs.

C.48 PREPARE WASTE PROFILE FORM - CLIN 6604

a. When CLIN 6604 is ordered, the contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 1930. One "each" will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found at Attachment VI. Using analytical data/generator information provided by the Government, the contractor must complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations under any other section of this contract. See F.3 for performance timeframes.

C.49 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS - CLIN 6608

a. When the government has the requirement for an “unknown analysis”, a written DO will be issued containing CLIN 6608. When CLIN 6608 is ordered, the contractor shall perform an “unknown analysis” so that the waste stream is identified in enough detail to complete a Hazardous Waste Profile Sheet, DRMS Form 1930. Upon completion of the analysis, the Contractor shall complete the government provided DRMS Form 1930 in accordance with its attached instructions. If TCLP tests are required, they will be ordered separately.

b. The Contractor shall provide a statement from the testing laboratory that all of the sample was used in the analysis in accordance with G.11. If there is additional sample left over after analysis, the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulation.

c. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains, as a minimum, the same information as the DRMS Form 1930 (sample provided at Attachment VI).

C.50 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES – CLINs 6615ZA, 6615ZC, 6615ZF, 6615, 6615YY and 6615CH

a. When the appropriate initial placement CLIN is ordered on a written DO, the Contractor is required to provide plastic lined rolloff storage containers for a period of up to thirty (30) days from date of initial placement. The rolloff containers will have water tight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. Initial placement of rolloff(s) is required within five (5) calendar days after issuance of a written DO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate “bulk” CLIN. If a replacement rolloff is required, this requirement will be specified on the DO issued for the disposal of the waste in the rolloff using CLIN 6615YY. A replacement rolloff is defined as a rolloff replacing a rolloff previously ordered on this contract. Replacement rolloff(s) must be identical to the one being removed for disposal and must be delivered to the same worksite. Replacement rolloffs shall be placed at the time of removal of the rolloff being replaced.

b. Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial thirty (30) day placement period, it will be ordered by issuance of a written DO using CLIN 6615. Rental time may be ordered on a month-by-month basis (one (1) ea. equals a one-month rental timeframe of thirty (30) days) or in any timeframe required (2 ea. for 2 months, 3 ea. for 3 months, etc.). If a rolloff is ordered in multiple timeframes and is not required for the complete time ordered, a modification to the DO may be issued to reduce the rental time for the remaining months. For example, the Government orders 6 ea. (6 months) of rental and 3 months and 15 days have elapsed, a modification will be issued

to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31st day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the DO is issued for disposal of the contents of the rolloff unless additional rental time or replacement rolloffs are ordered. In this case, the rental period ends on the date the final DO is issued for disposal of the waste stream.

d. The Contractor is required to weigh empty storage containers prior to use by the Government and provide the COR a copy of a certified Weight Certificate which shows the weight of each empty storage container at the time of placement. The Contractor is required to weigh each storage container upon pickup (and provide a copy of the weight certificate for each container showing the weight of the storage container and its contents) to the COR. The Government will only pay disposal fees for the weight of the contents.

e. The CLINs listed above will only be ordered by the Government for the convenience of the Government.

f. CLIN 6615CH is for a covered hopper rail car which will be used to transport PCB contaminated soils.

C.51 CHARGES FOR EXPEDITES – CLIN 6611AA, 6611BB, 6611CC, 6611DD, 6611EE, 6611FF, 6611BX, 6611CX, 6611DX, 6611EX & 6611FX

a. When the appropriate expedited removal CLIN is ordered, waste must be removed within the number of calendar days specified. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard removal timeframe as specified in Clause F.4. Minimum DO charges will not apply to a DO containing an expedited removal CLIN. When expedited removal is required, the appropriate CLIN will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized (non-bulk) waste up to 15,000 pounds in total weight and a maximum of up to eight (8) different DO line items. For bulk removals, one (1) each is limited to one (1) DO line item not to exceed 50,000 pounds in total weight.

b. When the appropriate expedited performance CLIN is ordered, performance must be accomplished within the number of calendar days specified. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Clause F.3. Minimum DO charges will not apply to a DO containing an expedited service CLIN. When expedited service is required, the appropriate CLIN. One (1) each will be ordered for up to five (5) Special Services (6000 series) DO line items. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

C.52 LABPACKING SERVICES – CLIN 6605ZA, ZB, ZD, & ZF

a. The Contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. This CLIN(s) does not include disposal. This clause does not relieve the Contractor of repacking requirements in C.19 when the Government does not require labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The Contractor shall accept the Government's container size unless the Contractor demonstrates to the COR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the DO. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The Contractor shall:

(1) Prepare labpacks for chemical waste. This service consists of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a delivery order using the labpack service CLIN(s) listed above.

(2) The Contractor will labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The Contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the labpack. The list must specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor will weigh all items, actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be assigned to each completed labpack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the labpack and one copy will be provided to the COR when packaging is complete.

(3) The Contractor will place appropriate markings and DoT labels on each container, along with an inventory list.

c. The Contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. The Government will not furnish any Government owned equipment. Labpacking services may be ordered at any pickup point on this contract. When Labpacking services are ordered, all work must be completed within thirty (30) days of written DO issuance.

d. The Government will issue a DO for the disposal of labpacks after the labpacking service is completed. Delivery Orders containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN packaged in each labpack. The total weight of each separate CLIN in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the delivery order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the Contractor under the labpack CLINs are excluded from the small container definition in clause C.36.

C.53 RECYCLING VIA FUELS BLENDING: 9101RR, 9102RR, 9104RR, 9202RR, 9402RR, 9404RR, 9902RR, 9906RR

a. The Contractor is required to recycle/fuels blend/burn, as defined by 40 CFR Parts 264, 265, and 266, all CLIN(s) listed above. The Contractor will only be required to fuels blend/burn waste under the CLIN(s) listed above, if it has a BTU level of 5,000 or greater; and contains no more than fifteen (15) percent water by volume; and no more than five (5) percent halogens by volume. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some fuels blendable waste may also be anticipated under the appropriate disposal CLIN.

b. Throughout the life of the contract, the Contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the CO upon request.

c. If a waste designated for fuels blending/burning does not meet the above parameters for fuels blend/burn and if the waste cannot be recycled per 40 CFR Parts 264, 265, and 266, the Contractor must obtain certification from the disposal facility of its rejection, as well as the rationale for the rejection. If waste is rejected, the Contractor must contact the Contracting Officer (CO) and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis which supports the rejection to the CO, within fourteen (14) calendar days after the occurrence.

C.53.1. RECYCLING VIA ENERGY RECOVERY: 9902RA, 9902RB, 9902RC, 9906RA, 9906RB, 9906RC, 7032 & 7038.

(a) The Contractor is required to recycle as defined by 40 CFR Parts 261 and 279 all CLIN(s) listed above. The Contractor will only be required to recycle under the CLIN(s) listed above, if it has a BTU level of 5,000 or greater; and contains no more than one thousand (1,000) ppm total halogens (unless successfully rebutted as per 40 CFR 279.10(b)(1)(ii)), and contains a minimum of 20% by volume recoverable recyclable product. The contractor will also be required to recycle off-specification fuels (including but not limited to diesel fuels, jet fuels, kerosene, leaded/unleaded gasolines) as defined in 40 CFR §261.2(c)(2)(ii). The contractor will be required to recycle non-regulated

dielectric oils contained or accompanied with electrical equipment (the equipment and oils must not be subject to 40 CFR Part 761). The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Contractor will be required to treat, return to environment, or dispose of all resulting waters in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available.

(b) Throughout the life of the contract, the Contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the CO upon request.

(c) If a used oil/fuel designated for recycling for energy recovery does not meet the above parameters for recycling and if the waste cannot be recycled per 40 CFR Parts 261, and 279, the Contractor must obtain certification from the disposal facility of its rejection, as well as the rationale for the rejection. If waste is rejected, the Contractor must contact the Contracting Officer (CO) and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis which supports the rejection to the CO, within fourteen (14) calendar days after the occurrence.

C.54 RECLAMATION OF MERCURY & MERCURY BATTERIES: 9404MB, 9202MM, 9404MM, 9904MB

The Contractor is required to reclaim mercury from batteries ordered under the CLIN(s) listed above. Reclamation must be accomplished via retorting or roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery (as defined in 40 CFR). The Contractor will be required to dispose of all incidental solids, sludges, and other secondary products in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some mercury batteries may also be anticipated under the appropriate disposal CLIN.

C.55 RECYCLING OF SOLVENTS AND ANTIFREEZE: 9402AF, 9402SD, 9502SD, 9902AF

The Contractor is required to recycle, by a means other than fuels blending/burning, solvents removed under CLIN(s) suffixed "SD" and antifreeze removed under CLIN(s) suffixed "AF". The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. All 9902AF issued items must be returned to the appropriate generator(s) within 120 calendar days of DO issuance. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some solvents and antifreeze may also be anticipated under the appropriate disposal CLIN.

C. 56 RECYCLING OF LEAD ACID BATTERIES: 9904LA

The Contractor is required to recycle lead and plastic from batteries removed under the CLIN(s) listed above. The batteries may be filled with electrolyte. Such recycling should meet all requirements of 40 CFR 261.6(a)(2)(iv). The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some lead acid batteries may also be anticipated under the appropriate disposal CLIN.

C.57 RECLAMATION OF NICKEL CADMIUM BATTERIES: 9204NC, 9404NC, 9904NC

The Contractor is required to reclaim nickel and cadmium from batteries removed under the CLIN(s) listed above. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government will order disposal/recycling of nickel cadmium batteries under the appropriate CLIN(s) listed above.

C.58 RECYCLING OF FLUORESCENT LIGHT TUBES AND HIGH-INTENSITY DISCHARGE (HID) LAMPS: 9404FT, 9404FL (crushed), 9904FT

The Contractor is required to recycle fluorescent tubes and HIDs ordered under the CLIN(s) listed above. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some fluorescent light tubes and HIDs may also be anticipated under the appropriate disposal CLIN. 9404FL are crushed while the FT suffix indicates in-tact tubes/bulbs. Recycling must accomplish the following:

- (1) A minimum of 99% of the mercury content of bulbs must be recovered for reuse. The recovered mercury must be of a purity of at least 99%.
- (2) Aluminum end caps or metal sockets MUST be recovered for reuse of the metal content.
- (3) Crushed glass must be recovered for reuse.
- (4) Aluminum end caps or metal sockets, crushed glass and phosphor powder (where applicable) resulting from the process must be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the .2 mg/l TCLP RCRA regulatory level for mercury.

C.59 RECYCLING OF LATEX PAINT: 9901LP, 9902LP

The Contractor is required to recycle latex paint under the CLIN(s) listed above. The waste will consist of partially used cans of latex paint. The paint will not be hardened. The recycling facility must blend the paint into a usable product. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some latex paint may also be anticipated under the appropriate disposal CLIN.

C.60 RECYCLING OF OIL FILTERS: 9902FA & 9904FB

The Contractor is required to recycle oil filters under the CLIN(s) listed above. Oil filters removed under CLIN 9902FA will be drained of oil, but some liquid will remain. Oil filters removed under CLIN 9904FB will be drained of oil and dry. The Contractor shall recycle at least 90% (by weight) of the filter. The Contractor is required to recycle all of the drained oil. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some oil filters may also be anticipated under the appropriate disposal CLIN.

C.62 RECYCLING OF ALKALINE BATTERIES 9904AB

The Contractor is required to recycle zinc from batteries removed under the CLIN(s) listed above. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some alkaline batteries may also be anticipated under the appropriate disposal CLIN.

C.63 RECYCLING OF MAGNESIUM BATTERIES: 9904MB

The Contractor is required to recycle the metal and plastic casings, as well as the magnesium from inside of the battery. Chromium, when present, shall be treated in accordance with 40 CFR 268 treatment standards. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some magnesium batteries may also be anticipated under the appropriate disposal CLIN.

C.64 RECYCLING OF FIXER DEVELOPER SOLUTION: 9402FS

The Contractor is required to recycle silver from fixer developer solution removed under the CLIN listed above. Solution contains an average of 100 parts per million silver, however, this average may fluctuate. The Government does not guarantee the average will remain constant

over the life of the contract. The Contractor is required to recycle silver from the solution until silver content in the solution falls below RCRA regulatory levels of 5.0 parts per million. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, State, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some fixer developer solution may also be anticipated under the appropriate disposal CLIN.

C.66 DRUM PUMPING CHARGES – CLIN 6612

a. The contractor shall pump waste from drums identified by the Contracting Officers representative (COR). Waste pumped from the drums will be disposed of under the appropriate CLIN when ordered by written delivery order. The drums shall be left at the generator's site following completion of pumping. Contractor shall furnish pumps and hoses of at least, but not limited to, 70 feet in length. Pumps and hoses shall have the capability to safely handle the types of waste to be collected and shall have fittings necessary to prevent accidental spills. Pumping from drums may be ordered by written delivery order for any location in the contract.

b. All work ordered under CLIN 6612 must be completed within thirty (30) calendar days after issuance of a written delivery order except for expedites. See Clause F.3

C.67 RECYCLING OF LITHIUM SULFUR DIOXIDE BATTERIES: 9304LL

The Contractor is required to recycle lithium salts from batteries removed under the CLIN(s) listed above. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, State, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some lithium-sulfur dioxide batteries may also be anticipated under the appropriate disposal CLIN.

NOTE: See also note in C.15

C.68 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING RECYCLING/RECLAMATION OF BATTERIES

a. The Contractor is required to recycle/reclaim all batteries identified in applicable sections C.54, C.56, C.57, C.62 C.63 and C.67. In addition, batteries ordered under the appropriate disposal CLIN(s) may be recycled.

b. The Contractor shall identify any facility that receives batteries for recycling/reclamation. The recycler must provide a certification to the CO for each DRMS disposal contract affected; signed by a responsible official of the facility which:

(1) Describes the procedure for the disposition/sale of the recovered products (e.g., lead, nickel, cadmium, zinc, lithium, metal, plastic).

(2) Describes the treatment/disposition methods for liquids in wet-filled batteries.

(3) Identifies by name, address and EPA ID number, all facilities which may receive the various components.

(4) Guarantees the recovered products will not be shipped outside the United States, without prior authorization of the CO. If shipped outside the United States, list all countries that may receive the recovered product. If the components are shipped outside the United States, that a copy of the notification of intent to export and the EPA Acknowledgment of Consent will be provided with the certificate of recycling.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any recycler that receives batteries described above. In addition, these facilities must meet the criteria outlined at clause H.5. Use of these facilities must be on a contract-by-contract basis. Use of such facilities without prior DRMS approval will result in reversion to the standard tracking system, consisting of a manifest or bill of lading to the recycling facility, a manifest from the recycling facility to the facility(ies) receiving various components and certificate(s) of destruction issued by the facility(ies).

d. DRMS will accept disposal services only after acceptance of the recycler's certification and proof of manifested receipt by the recycling facility. A manifest receipt is defined as a certificate of recycling from the recycler, referencing the manifest is accepted.

e. Any inconsistency between this provision and C.13 shall be resolved by giving precedence to this provision.

C.71 AID TO NAVIGATION (ATON) BATTERIES –CLIN 9204AT

The Government will order CLINs 9204AT and 9404AT to dispose of ATON batteries under the hazardous debris rule (40 CFR 268.45). Undrained or in-tact batteries will be disposed of under CLIN 9204AT for corrosivity (D002). Drained or broken batteries will be disposed of under CLIN 9404AT for mercury contamination (D009). These ATON batteries are contaminated with mercury at levels greater than 260ppm. When disposal is ordered under the above CLINs, mercury will not be recovered from ATON batteries by retorting. The Contractor will be required to dispose of all incidental solids, sludges, and other secondary products in accordance with all Federal, state and local regulations.

C.72 NON-RECYCLING OF MANDATORY RECYCLE CLINS

a. The following coverage applies when the contractor alleges that a waste designated for recycling can not be recycled.

(1) If the waste designated for recycling does not meet any minimum recycling weight (if applicable) designated in the appropriate recycling clause, the applicable disposal CLIN will be assigned.

(2) The contractor and cognizant DRMO and/or generator personnel are encouraged to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN at the time of waste inspection and/or pickup. If the DRMO and/or generator personnel agree with the CLIN change, the applicable disposal CLIN will be assigned.

(3) If the potential CLIN change can not be resolved in the field, the contractor must submit to the ACO, in writing, the rationale and proof for waste rejection. This must include written input from at least two appropriate recycling facilities approved on the DRMS Qualified Facilities List, at least one of which is not owned by the contractor. If the Government agrees, the applicable disposal CLIN will be assigned.

b. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government's. If the contractor fails to recycle a mandatory recycling item after following the above procedure unsuccessfully, or if the contractor fails to recycle without following the above procedure, the Government reserves the right to:

(1) Terminate the Delivery Order line item for default in accordance with the Default Clause, FAR 52.249-8.

(2) Reduce the Delivery Order line item price in accordance with the Inspection of Services Clause, FAR 52.246-4. The contractor is hereby notified that the line item price may be reduced to the applicable disposal CLIN price or to one-half the recycling line item price, whichever is less, to reflect the reduced value of the services performed.

C.73 TRANSPORTATION – CLINS 6610AA, AB, AC, AD, AE, AF, AG, AH, AJ, AP, AT, AW, PA, PB, PC, PD, PE, PF, PG, PH, PJ, PP, PW.

- a. The contractor shall provide transportation to/from remote sites.
- b. The following sites can be via barge and may require manifesting (i.e., U.S. and Canadian): Petersburg, Sitka (Woodrush), Kodiak, Ketchikan, Seward, Haines, Bethel, Nome, Juneau and Kotzebue.
- c. If barges are unavailable, contractor may be required to use air transportation (see CLIN 6610AT). Or if the pickup involves remote FSA AK ANG sites, CLIN 6609NG will apply.
- d. All other sites are accessible by U.S. Highways.
- e. All transportation ordered under above CLINs must be completed within twenty (20) calendar days after issuance of a written delivery order. (See Clause F.3).

Note: When both RCRA and PCB wastes are to be removed from the same site, the Government must order the PCB transportation CLIN. However, CLIN 6610PA-6610PP will

only be ordered for shipments containing PCB's at or above regulated levels, i.e., equal to or greater than 50 ppm PCB, unless otherwise regulated by the state. If a contractor is visiting a remote site solely for the purpose of performing a special service, the least expensive 6610 CLIN for that location will be ordered.

C.74 DISPOSAL OF CERCLA DERIVED WASTES – CLINS 9102CD, 9202CD, 9402CD, 9404CD, 9407CD, 9502CD, 9504CD, 9902CD, 9904CD

CLINS cited above (suffixed CD) contain CERCLA derived wastes. These wastes shall be disposed of in a TSD facility that meets all EPA requirements and is authorized to accept RCRA and non-RCRA waste from CERCLA sites.

C.75 MANAGEMENT SERVICES (BOXING OR CRATING) – CLIN 6609AA

a. The contractor shall within twenty (20) calendar days after issuance of a written delivery order (except for expedites), box or crate odd-sized items to meet DoT shipping requirements. The contractor shall perform boxing or crating for any generator serviced by this contract. Completion of waste profile forms, labeling, marking and preparation of turn-in documents (DD forms 1348-1) will be the responsibility of the Government.

b. Contractor shall provide all labor and equipment to accomplish all tasks necessary to prepare materials/wastes for shipment in DoT approved containers (boxes or crates). The Government will provide all building materials required to construct the boxes or crates. It is anticipated that this service will be required for fifty-two (52) hours during an 18 month period. A minimum of one person (one man-hour) is anticipated for each hour ordered. If manning requirements exceed one person, the Government must approve additional personnel. Minimum number of hours per delivery order will be two hours.

C.76 MANAGEMENT SERVICES (PREPARATION OF BIENNIAL REPORTS) – CLIN 6609AB

a. The contractor shall within twenty (20) calendar days after issuance of a written delivery order, prepare biennial reports as outlined in CFR 40, Part 262.41, 264.75 and 265.75. The reports shall be prepared using EPA Form 8700-13A and all other applicable forms. The contractor shall provide final copies of the report to the generator by February 10, 2002 for the 2001 report and again on February 10, 2004, for the 2003 report. The contractor shall provide the generator three printed copies of the final report and three copies thereof on a 3.15 inch computer disc using the Microsoft Office Professional program (or equivalent EDI upgrade) that meets the EPA electronic filing format requirements.

b. These reports may be ordered by any location identified on the contract; however, the known locations requiring this service are the US Army and Elmendorf AFB.

**C.77 ENVIRONMENTAL MANAGEMENT LABOR SERVICES @ DRMO'S
ANCHORAGE AND FAIRBANKS - CLIN 6609EA**

a. The contractor shall provide environmental management services for DRMO Anchorage and DRMO Fairbanks. These services will be used by the DRMOs to augment the manpower required to run their hazardous waste (HW) storage facilities. In general, management services provided may include, but are not limited to, labeling, marking, overpacking HW and HM for transportation and storage on government premises, preparing turn-in documents and shipping papers, obtaining Material Safety Data Sheets (MSDS) if not available from generator, preparing HW profiles if generator requests, maintaining storage facility records, operating the waste storage facilities at DRMOs Anchorage and Fairbanks, and preparing waste streams for removal/disposal off-site. The contractor shall be responsible for managing one permitted waste facility at each DRMO, packaging HW and HM for disposal, and responding to hazardous waste and material spills. The labor, equipment and supplies for these services will be ordered on a monthly basis with estimated amounts, to be finalized with a Delivery Order modification at the end of each month. Work will be accomplished on an as-needed basis at the direction of the COR. The contractor shall keep track of the labor, equipment, and supplies expended on an open delivery order by annotating the daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s) that have been certified by authorized Government Personnel with invoices at the end of the delivery order period. Each Delivery Order for management services will annotate the time period the delivery order is effective.

b. DRMOs Anchorage and Fairbanks will order CLIN 6609EA to procure up to two Environmental Technicians to provide environmental services for the DRMO. The unit of issue is per hour and will represent 1 hour of work for one individual. The government will procure the services of this team an estimated 24 hrs. per week at DRMO Anchorage (Monday, Tuesday, Thursday is anticipated), and 1 hr. per week at DRMO Fairbanks. The Government will provide an office, desks, electricity, water, use of a copy machine, and a telephone for calls on the host installation only. The contractor may arrange (at his/her expense) for an outside telephone line. The Contractor will be provided space to park a trailer or portable building to store supplies. The contractor will ensure that up to two qualified Environmental Technicians are available to perform all services required on this contract. Normal contractor working hours will coincide with normal working hours at DRMOs Anchorage and Fairbanks (see clause C.29).

c. Specifically, some of the anticipated work requirements the Contractor shall perform are:

(1) Coordinate with the DRMO Environmental Branch - Each day that work is requested the contractor will be provided instructions for the day's work requirements from the DRMO Environmental Office. At the end of each day the contractor shall turn-in a daily log data sheet to the DRMO that documents the services provided that day.

This log shall contain, at a minimum, the following information:

- (a) Date, Contract Number.
- (b) Labor Data - number of workers, hourly rate, hours worked, dollar amount.
- (c) Equipment Data - Type, hourly rate, hours/days worked, dollar amount.
- (d) Materials/Supplies Data - Type, size, amount used, unit price, dollar amount.
- (e) Brief description of services provided.
- (f) DRMO representative signature verifying the daily log data sheet.

At the end of each week, the contractor shall provide copies of the daily log to the DRMO.

(2) Operate Hazardous Waste/Other Storage Facilities -

(a) Store waste streams in the HM/HW storage facilities and segregate by compatibility to ensure safe handling and storage. Mark and label as needed, including any required accumulation start dates

(b) Perform daily inspections (except holidays and weekends) of the RCRA permitted hazardous waste storage facility buildings for regulatory compliance and leaks (Bldg. 11735 at DRMO Anchorage and Bldg. 5007 at DRMO Fairbanks). Report any problems to the DRMO Environmental Branch. The inspection forms used by DRMO's Anchorage and Fairbanks are found in Attachment X. The daily inspection forms will be kept by the contractor at the storage buildings and summarized in a weekly inspection form. The weekly inspection form will be submitted to the DRMO Environmental Branch on the Monday morning following the reporting period.

(c) Perform over-packing of leaking containers when necessary (and if directed by the DRMO). When containers are over-packed the outer container must be marked and labeled in accordance with all applicable regulations.

(3) Collect Samples for Chemical Testing, - Draw samples as directed by the DRMO government representative from any waste container at the DRMO HW storage facility. Chemical analysis will be ordered in accordance with the provisions of clause C.47 and C.49. The final determination as to whether analysis is necessary will be made by the DRMO government representative.

(4) Complete Paperwork –

(a) The contractor shall use the information from the waste profiles, MSDS, and other information to verify the DD Form 1348- 1A (Turn-in document, see Attachment XI). These forms must be legible, completed according to instructions, and include the proper disposal CLIN and disposal unit price. The contractor is required to coordinate with the generator as necessary to ensure that corrections are made. Disposal CLINs will be selected based on the hazardous character of the waste and on how it is actually packaged when it is shipped off-site

for treatment and disposal. Each DD Form 1348-1A will be certified by a government representative prior to submission to the DRMO. The contractor shall submit completed DD Form 1348- 1A's for further processing to the DRMO's for inputting to the DRMS accounting system and initiating waste removal/disposal action. Contractor shall ensure DD 1348- 1A's are received at the DRMO within two (2) calendar days following receipt into the DRMO HW storage facility.

(b) The government will provide instructions on how to properly fill-out government forms and paperwork.

(5) Spill Response/Clean-up Work - The contractor-supplied environmental laborers may be required to perform minor spill clean-up and site clean-up work. Minor spill clean-up would be limited to Level D spills. Minor site clean-up would involve removing soil and debris contaminated by a spill or removing sufficient contaminated soil and objects/debris encountered by base construction projects to allow completion of the project. No long-term or large scale site remediation projects will be ordered under this contract.

(6) Provide Other Environmentally Related Services as directed by DRMO Anchorage or DRMO Fairbanks. These services shall be in support of environmental work at the DRMO that is not specifically mentioned above. Additional undefined work, if required, will consist only of tasks able to be performed by personnel having the level of training and expertise required to perform tasks specifically listed in this clause. Note that the labor effort for the actual pickup of waste from the DRMO's and disposal of hazardous waste is not included in CLIN 6609EA. The labor required will be included in the Disposal CLIN pricing itself.

(7) Government Furnished Equipment (GFE) under this clause shall consist of available forklifts and Government computers using the HMI System. Use of GFE is subject to the same terms as C.83 (e).

C.83: MANAGEMENT SERVICES AT ELMENDORF AFB – 6609EL, 6609EM, 6609EN

a. When CLIN 6609EL is ordered, contractor will provide container delivery and pick-up from 90-day hazwaste accumulation areas (HWAA), satellite accumulation areas (SAA), and the Elmendorf AFB TSDF. Containers will be delivered to the DRMO TSDF located on Elmendorf AFB, to Energy Recovery Accumulation Areas (ERAA), or to other locations specified by the COR or 3 CES/CEVQ personnel. Contractor will provide an environmental compliance verification at pickup site using AF checklist form. Contractor will provide HWAA, SAA and ERA inspections as specified by the COR or 3 CES/CEVQ personnel. Contractor will provide miscellaneous environmental support at the direction of the COR/COTR. Tasks may include, but are not limited to, the following: database input, computer/software support/trouble-shooting, profiling, sampling, filing, accumulation point inspections, container labeling, container packaging, container issue, container bulking, container storage management, aerosol can depressurization, burn energy recoverable materials in GFE, crush drums in GFE, inventory containers/equipment/supplies, accumulation point maintenance and housekeeping (90 day, satellite & energy), cleaning dirty containers (ie. triple rinsing etc.), equipment maintenance and facility maintenance.

b. The above services will be ordered via CLIN 6609EL with each week consisting of one fully trained Environmental Technician for 40 hours per week, one fully trained Environmental Technician for 16 hours per week, and a 3-Ton truck with lift or hoist and qualified truck operator for 16 hours per week. Services from the full-time contractor employee will be Monday through Friday from 0730 to 1630. Services will be performed on Tuesdays and Thursdays for the contractor personnel working the 16 hours per week, from 0730 to 1630. Contractor personnel must meet applicable CFR training requirements and records must be made available upon request by COR or 3 CES/CEVQ personnel.

c. If/when hourly services are required beyond that described above, CLINs 6609EM and/or 6609EN will be ordered, as appropriate. These services will be on an hourly basis but otherwise subject to the same requirements as described above for 6609EL. Work will be performed between the hours of 0730 to 1630 when these CLINs are ordered and 48 hours notice from the Government is required. Weekends and Federal Holidays are excluded.

d. In the performance of CLINs 6609EL, 6609EM or 6609EN, the contractor is authorized to use the following Government Furnished Equipment (GFE) if necessary (and subject to availability):

1. TSDF Forklift (to be used at TSDF only)
2. Drum dolly
3. Drum sling
4. TSDF Scales
5. Pallets
6. Government computer resources as specified by the COR/COTR*
7. Office space, including a phone for local calls only

* The contractor's Environmental Technician is required to have a suitable lap-top computer as back-up to Government provided computer resources (Government will provide the necessary program(s)).

e. All pieces of GFE used to move containers shall be returned to the TSDF each day after use. The contractor shall be responsible for replacing/repairing damaged GFE if damage is caused while in possession of contractor personnel. Stolen, lost, or misplaced GFE shall be replaced by the contractor at no cost to the government if the loss occurs while equipment is in possession of the contractor. Repaired equipment must meet safety standards and approval of the COR prior to acceptance by government. GFE shall be replaced at no cost to the government if repairs are not deemed acceptable by the COR and/or Air Force representative.

C.84: MANAGEMENT SERVICES FOR AK ARMY NATIONAL GUARD (AK ANG)- CLIN 6609NG

76 facilities are listed in the pickup location portion of the contract and 5-10 of those will require service every year. These locations are all CESQG and will only have small amounts of waste or material. Expected items include boxes of batteries, NBC kits, building maintenance items (e.g.

paints), spill residues, flammable liquids and contaminated water. Expected quantities are 2-10 boxes and 1-5 drums per site. These items can be brought back to the DRMO storage facilities for inclusion with other items on a delivery order. It is anticipated that two technicians will require 2 days per site which includes travel time.

- a. CLIN 6609NG will represent the contractors minimum charge for servicing at least one but not more than three of the applicable sites on the same delivery order for evaluation purposes (See I.101). The actual dollar amount of the CLIN 6609NG charge will vary per each delivery order containing one to three of the applicable sites. For example, if \$500.00 of waste and/or related services is ordered for the one to three sites and the 6609NG minimum is \$2,000.00, the 6609NG charge added to the delivery order is \$1,500.00. If \$2,000.00 or more of waste and related services is ordered for the one to three sites, no CLIN 6609NG charge is required.
- b. The dollar value of services ordered from any other (non-AK ANG) site(s) on a delivery order shall not be utilized to meet the CLIN 6609NG minimum.
- c. The use of a different special service CLIN (6000 series) does not constitute an exception to the CLIN 6609NG minimum (the exception in I.101 does not apply to this clause). However, any special services required at the sites themselves will be included in the total amount of services toward meeting the minimum.
- d. The 6609NG minimum value and associated charge (if necessary) apply to any increment of one to three applicable sites. If only one site is on the order, the dollar value of the services ordered at the site must meet the 6609NG minimum or the appropriate charge must be added to cover the difference. If four sites are on the order, two 6609NG minimums apply in that the charge added must cover the total amount of the two minimum charges combined.

C.85 BULK SOLIDS, THERMAL REMEDIATION OF SOILS CONTAINING PETROLEUM (PCS): CLIN 9907TR

- a. The Contractor is required to utilize thermal remediation for PCS identified for removal and treatment under the CLIN listed above.
- b. The Contractor shall provide all labor and equipment for the loading, transport to the treatment site, and return to the delivery location for the PCS identified for thermal treatment.
- c. The Contractor shall load the PCS and transport to their thermal remediation location. Once at the Contractors location the PCS shall be segregated until thermally treated. The PCS upon treatment shall be transported to the location identified below or as directed by the Contract Officers Representative within 90 calendar days after delivery order issuance.

- (1) Fort Richardson
- (2) Fort Wainwright

Delivered as directed by COR
Delivered to the Fort Wainwright Landfill

(3) Fort Greely	Delivered to the Fort Wainwright Landfill
(4) Tok Fuel Terminal	Delivered to the Tok Terminal Landfill
(5) Haines Terminal	Delivered to the Haines Terminal Landfill
(6) Seward Rec Center	Delivered as directed by COR
(7) Whittier Support Point	Delivered as directed by COR
(8) CCREL Farmers Loop	Delivered to the Fort Wainwright Landfill
(9) Eielson AFB	Delivered to the Asbestos landfill

C.86 OPERATE AN ENERGY RECOVERY FURNACE: CLIN 6609EB

Current model is Smart Heat 1000A at Eielson AFB. The person will be responsible for burning items provided by Eielson AFB Environmental personnel. Initial training will be provided by base personnel. Performance must begin within 5 calendar days after issuance of an appropriate delivery order. Normal hours of operation for Eielson AFB are anticipated but specific performance times will be coordinated with the COR/COTR.

C.87 SERVICE AT HEMLOCK BAY, ANNETTE ISLAND, AK

a. The Government will provide, at no cost the contractor, transportation for contractor personnel from Ketchikan Airport, AK, to Hemlock Bay, AK, and return, for the purpose of waste containerization and labeling. One each of CLIN 6610AB shall be ordered whenever a pickup of containerized waste from Annette Island, Hemlock Bay, AK, is placed on a delivery order.

b. The Government shall be responsible for and bear all risk associated with loading the containerized waste onto ocean transportation at Annette Island, Hemlock Bay, AK. The Government shall deliver the containerized waste to Boyer Barge, Ketchikan, AK, bearing all risks and costs associated with this transportation. The time period between consolidating the waste at Hemlock Bay, AK, through delivery at Ketchikan, AK, shall not exceed 10 days.

C.88 DRUM/CONTAINER PROCESSING: CLIN 6609DP

Contractor is responsible for cleaning and crushing drums/containers suitable for turn-in to the local DRMO's as scrap. Service must be performed within 20 calendar days of delivery order issuance. Definitions can be found in DoD 4160.21-M Chapter 10 but are summarized below:

- 1) Containers must be non-hazardous. Last contents are known to have been non-hazardous or containers previously containing hazardous/aceutly hazardous must be triple rinsed by a scientifically approved method or have their liner removed.
- 2) The crushed containers must be free of oily residue, sludge or solid residue which can be scraped off the container.

3) Residues/rinse water are the responsibility of the contractor and must be disposed of IAW all applicable local/state/federal regulations and the terms and conditions of this contract.

C.200 DISCHARGE INERT GASES

The contractor shall assess each cylinder to determine if the contents are inert. Gases not regulated by federal, state or local regulations as wastes or pollutants shall be discharged to the atmosphere at Government facilities or may be transported to a TSDF where venting to the atmosphere will occur. The contractor is to complete the Report of Compressed Gas Cylinders, Attachment VIII. If required by the COR, the contractor shall relocate the cylinders to a designated location in order to safely discharge the gases from the cylinder if not removed for venting at a TSDF. All proper safety precautions must be observed. When the cylinder is completely empty, the contractor shall decommission the cylinder in accordance with C.202 below. The contractor shall complete Attachment VIII, Report of Compressed Gas Cylinders for each pickup location, each cylinder will be recorded as required. If the contractor chooses to remove inert cylinders for venting off site, all work described at C.202 shall be accomplished and the decommissioned cylinders shall be returned to the appropriate DRMO within 60 calendar days of removal. Prior to venting gases at Government facilities, the contractor shall coordinate through the COR with the Base Environmental Office. Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device in accordance with DLAR 4145.25, Section, 7.7-2c. A copy of the Report of Compressed Gas Cylinders shall be provided to the COR prior to invoicing and in accordance with G.11, Submission of Documentation Acceptance and Invoicing. NOTE: If the contractor is required, by the government, to remove the cylinders off-site for venting, the contractor shall process emptied cylinders in accordance with C.202. If the contractor is NOT required by the government to remove for venting, the cylinders must be returned to the DRMO as stated above.

C.201 REMOVE AND DISPOSE OF NON-INERT GAS CYLINDERS

The contractor is required to assess each cylinder to determine if it contains/contained non-inert gases and if it is transportable. In accordance with 49 CFR, the contractor is required to transport off-site all identified non-inert compressed gas cylinders and those inert cylinders that cannot be disposed of in accordance with C.200 above due to state and/or local laws and regulations. The contractor shall recycle the gas as fuel, process it for reuse, or neutralize/treat, dispose/incinerate the gas in accordance with DLAR 4145.25 (available upon written request). Once emptied, the cylinders shall be cleansed, decommissioned and recycled for metallic content in accordance with C.202. The contractor shall complete Attachment VII for each pickup location. Each cylinder will be recorded as required. In addition, the contractor will complete Certificates of Recycling for all gases which are processed for reuse and used as fuel, or Certificates of Disposal for all gases disposed of by incineration or treatment/neutralization. A copy of Attachment VII and all required certificates shall be submitted in accordance with G .11.

C.202 DECOMMISSIONING OF EMPTIED CYLINDERS

The contractor shall take the following actions to process each cylinder containing identified non-inert gas or inert gas cylinders:

(a) Track every cylinder by serial number, CLIN and delivery order number throughout the disposal process until each individual cylinder's contents are purged or the point of final release of each cylinder from the contractor's custody.

(b) Purge and cleanse all cylinders of their contents. For any purging of cylinders performed on Government premises, purged contents shall be removed using methods which will not constitute treatment (i.e., the characteristics of the gas will remain unchanged).

(c) Process/dispose of the contents of each cylinder. Contents will be discharged (as per C.200), recycled as fuel, processed for reuse, neutralized, or incinerated in accordance with DLAR 4145.25. The contractor will provide Certificates of Recycling for all contents which are processed for reuse or used as fuel. Certificates of Disposal will be provided for all contents which are disposed of by neutralization or incineration.

(d) Empty all cylinders in accordance with all local, state and federal regulations. This process shall conform to both the requirements of 40 CFR 261.7 regarding management of containers previously containing residues of hazardous wastes and cleaning each cylinder of all residues and vapors to remove all potential hazards per 49 CFR 173.29. The contractor shall dispose of all rinsates/residues/hazardous wastes generated by this requirement at not additional cost to the Government.

(e) Return/place emptied cylinders which previously contained inert materials in an area designated by the COR. Note that the contractor SHALL NOT be required to dispose of the emptied cylinder in accordance with C.200.

(f) Decommission/dispose of each cylinder which contained non-inert materials. Prior to release by the contractor, the contractor shall obliterate all identification markings present on every cylinder disposed of under this contract. For example, this may be performed by grinding or cutting out (with a cutting torch). The contractor shall dispose of each cylinder using one of the following methods:

(1) Reutilization of cylinders which meet the Department of Transportation (DoT) criteria for reuse. To utilize this method of disposal, each cylinder to be reused must be hydrostatically tested by a registered DoT hydrostatic test facility. Copies of all test results for such cylinders will be provided as proof of reutilization.

(2) Smelting cylinders using a scrap metal recycler. Prior to smelting, the contractor shall devalue the cylinder, mark/stamp the cylinder "EMPTY" and drill/puncture a hole through the

cylinder. As an alternative to drilling or puncturing a hole, the contractor may cut the cylinder in half. The contractor shall complete/provide certificates of destruction for all cylinders disposed of using the method.

(3) Burying cylinders in an approved landfill, prior to burial, the contractor shall devalue the cylinder, and mark/stamp the cylinder "EMPTY". The contractor shall provide a certificate of destruction for all cylinders disposed of using this method. NOTE: This is the only method acceptable for disposal of asbestos containing non-inert cylinders. Example: Acetylene cylinders which contain asbestos which are NOT reusable.

(4) Any alternative proposed by the contractor which receives the written approval of the contracting officer. Approval must be obtained prior to contractor disposal using alternative methods.

C.203 ACCIDENTAL GAS EMISSIONS

The contractor is solely responsible for any and all reportable atmospheric releases of gas occurring during or resulting from performance of this contract. The contractor agrees to reimburse the U.S. Government any or all costs incurred for accidents resulting from improper handling, gas extraction, grinding, drilling, torching, etc., of any cylinders while on any U.S. Government installation.

C.204 PERFORMANCE ON GOVERNMENT PREMISES

Treatment, disposal, or releasing of gas (other than inert) to the atmosphere on Government premises is not permitted by this contract. The contractor may perform gas extraction for other than inert gas cylinders at the pickup location using a self-contained apparatus. This apparatus shall emit no gas into the atmosphere, and purge the entire cylinder contents into a closed receiver for transport to recycling or disposal site.

C.205 EVALUATION/IDENTIFICATION OF CYLINDERS - CLIN 6601

Some cylinders contain unknown contents; some may have inoperable valves or may be plugged or may not be DoT transportable due to their condition. When ordered by written delivery order citing CLIN 6601, the contractor is required to perform an evaluation of the cylinders at one site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the cylinder for transportability and to determine the condition of the valves (operable/inoperable). The contractor shall provide a copy to the COR of the completed Cylinder Evaluation Report, Attachment IX. This report will indicate, among other things, whether sampling and analysis (CLIN 6608) will be required to identify the contents and whether the contents need to be recontainerized (CLIN 6609AA). The contractor shall have 15 calendar days from issuance of a written delivery order citing CLIN 6601 to complete the evaluation and submit the report to the

COR. A copy of the report shall be submitted prior to the invoices in accordance with G.11 Submission of Documentation and Acceptance and Invoicing.

C.206 ANALYSIS TO IDENTIFY CYLINDER CONTENTS - CLIN 6607

The contractor shall be required to perform appropriate analysis to properly identify gases and complete waste profile forms as ordered by the Government by issuance of the written delivery order citing CLIN 6608. For each CLIN 6608 ordered, the contractor shall be required to sample and analyze the contents of one cylinder. After issuance of a written delivery order, the contractor shall be required to draw all samples, complete all tests and provide typed waste profile sheets to the COR within thirty (30) calendar days. The contractor shall perform sampling in such a manner so that no gas is emitted to the atmosphere. Analysis of waste and completion of waste profile sheets is in this contract to serve DoD generators covered by this contract. It is not intended to alleviate the contractors responsibilities under other sections of this contract. The contractor shall be responsible for the proper disposal of all samples taken IAW all applicable local, state and federal laws and regulations. Cylinders may have either a valve or plug.

C.209 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, MATERIALS AND SERVICES

a. Utilities

The U.S. Government will provide the contractor access to the nearest electrical service for purging of gas, revalving, torching, grinding, etc., in the performance of this contract.

b. Availability, Government Furnished Facility

The U.S. Government will make all cylinders requiring work readily available and accessible to the contractor. A sheltered work area will be provided to the contractor, if available at the DRMO facility. If the contractor has mobile recycling equipment, a designated parking area near the work site will be provided.

D.0 SECTION D - PACKAGING AND MARKING DRMS (JUN 1999)

D.1 PACKAGING, MARKING AND LABELING

(a). The contractor shall package, mark, label and placard all items in such manner that all applicable Federal, State, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labeling, placarding etc., under the terms of this contract will be in accordance with 49 CFR. If items must be packaged for proper shipment, the Contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container. The contractor shall also provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

(b) If the contractor elects to package compatible items in the same container, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations for payment purposes.

(c) The contractor shall not package RCRA or state regulated waste, CLINs 9101 through 9899 together with non-regulated waste, CLINs 9901 through 9999.

E.0 SECTION E - INSPECTION AND ACCEPTANCE

REF. NO.	TITLE	FAR REF.	DATE
E.1	INSPECTION OF SERVICES-FIXED PRICE	52.246-4	(AUG 1996)

E.2 USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES DRMS (APR 1986)

(a) The Government reserves the right to utilize the services of commercial concerns to perform, or assist in the performance of inspections or tests of contractor and/or subcontractor services as provided in clause E.1. Such inspections and tests may include, but shall not be limited to: The manner of contractor and or subcontractor handling, packaging, loading, transportation, storage and/or disposition of hazardous wastes under the contract; and inspection of manifests, certificates of disposal, and other records and documentation required of the contractor in performing the contract.

(b) Duly authorized commercial concerns will present a letter of authorization identifying themselves as a representative of the Government prior to inspection or testing. Such inspections and tests shall be performed in a manner that will not unduly interfere with contract performance.

(c) These commercial concerns are independent contractors with limited grants of authority. They may not modify or interpret contracts or otherwise act on behalf of the Government except as provided in this clause. The Government assumes no liability or responsibility for any actions of the commercial concerns or their employees, agents, or representatives.

E.3 CONTRACTOR QUALITY CONTROL DRMS (OCT 1993)

(a) In accordance with the clause entitled "INSPECTION OF SERVICES," FAR 52.246-4, the contractor must establish and maintain an effective quality control program designed to provide assurance that all contract requirements, whether performed by the contractor or by subcontractors, are being accomplished in an acceptable manner.

(b) A general description of the contractor's quality control program must be available for Government review before award of the contract. Three copies of the complete quality control

program must be provided to the administrative contracting office (ACO) within 15 days after the date of award. The program will be subject to disapproval in whole or in part, upon initial review, and at any time during the life of the contract, if the Contracting Officer determines that it does not accomplish its objectives. The program must include:

(1) A quality control inspection system covering all contract services. It must specify areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.

(2) The names and qualifications of the individual(s) tasked with performing the quality control inspections, and the extent of their authority.

(3) A method for prompt detection of any condition which fails to conform to contract requirements, and corrective action procedures which shall include procedures for correcting, the deficiency and necessary measures to prevent recurrence of similar deficiencies.

(c) The Contractor must maintain a file, through the life of this contract, of all quality control inspections, inspection results, corrective actions required, and corrective actions taken. This file will be the property of the Government, and must be made available to the Contracting Officer during regular business hours. The file will be delivered to the Contracting Officer within 30 days after completion or termination of the contract.

E.4 GOVERNMENT INSPECTION DRMS (JAN 2000)

(a) All services will at all times be subject to inspection by the Contracting Officer and his authorized representatives. The Government has have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any Government entity or agency to the contractor or its subcontractors that are applicable to the performance of services under this contract. The Government has the right to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor or its subcontractors. The Government also has the right to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government will be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor and subcontractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government,

contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government by each subcontractor performing services under this contract.

F.0 SECTION F - DELIVERIES OR PERFORMANCE

F.1 STOP-WORK ORDER FAR 52.242-15 (AUG 1989)

F.2 GOVERNMENT DELAY OF WORK FAR 52.242-17 (APR 1984)

F.3 PERIOD OF PERFORMANCE DRMS (MAY 1991)

The Contractor shall begin contract performance upon issuance of each written task order. All work under this contract, including submittal of all required reports and disposal documentation shall be completed/submitted to the Contracting Officer within two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, all work under this contract, including submittal of all required reports, and disposal documentation shall be completed/submitted to the Contracting Officer within three hundred sixty (360) calendar days after issuance of each written task order. The standard performance timeframe for completion of special services is twenty (20) calendar days but see pertinent Section C clauses for expedited performance timeframes and any other exceptions.

F.4 REMOVAL DRMS (APR 1984)

All items shall be removed from the Government facilities within twenty (20) calendar days after issuance of each written task order. See Clause C.51 and respective CLINs for expedited removal timeframes.

F.5 DISPOSAL DRMS (MAY 1991)

Disposal of all items identified in this contract shall be completed as follows; within two hundred twenty-five (225) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred fifteen (315) calendar days after issuance of each written task order. For PCB items, disposal shall be completed within one hundred eighty (180) calendar days.

F.6 CONTRACT PERIOD DRMS (OCT 1993)

Task orders against this contract may be written for a period of eighteen (18) months from date of award or October 30, 2000, whichever is later.

F.8 OPTION TO EXTEND CONTRACT PERIOD DRMS (MAR 1992)

In accordance with I.102, OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9, the Government may unilaterally extend the contract period for a period of twelve (12) months within the limits and at the rates stated in the schedule. The contracting officer may exercise this option by written notice to the contractor at least fourteen (14) days before the end of the contract period. If the Government exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

F.9 REMOVAL FROM GOVERNMENT FACILITIES DRMS (MAR 1987)

(a) The Government desires that all items be removed from the Government facilities within 20 calendar days after issuance of each written task order (except for expedited removals).

(b) The contractor's proposed timeframe is: _____

(c) If the contractor's proposed removal timeframe exceeds the Government's desired timeframe specified in paragraph (a) above, the contractor shall, submit, as part of his technical proposal, a detailed rationale for his proposed removal timeframe as specified in paragraph (b) above. The required removal timeframes shall be as specified in paragraph (a) above unless:

- (1) The contractor proposes a longer timeframe in paragraph (b) above and;
- (2) As a result of negotiations, the Government revises in writing its required removal timeframe.

F.10 EXTENSION OF SERVICES DRMS (OCT 1996)

In accordance with clause I.27, OPTION TO EXTEND SERVICES, FAR 52.217-8, the Government may unilaterally extend the contract period upon the same terms and conditions of the contract for a period not to exceed six (6) months.

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of either 18 month option period.

The Government must notify the contractor of extensions authorized under this clause and clause I.27 by written notice at least seven (7) calendar days prior to the end of the base contract period, any option period, or any previous extension.

F.11 CERTIFICATE OF INSURANCE DRMS (FEB 1994)

In accordance with clause I.103, INSURANCE - WORK ON A GOVERNMENT INSTALLATION, FAR 52.228-5, a Certificate of Insurance shall be provided to the contracting officer at the address listed in block 5 of the Standard Form 26, AWARD/CONTRACT, upon request.

G.0 SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE (ACO) DRMS (APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE DFAR SUP 252.201-7000 (DEC 1991)

(a) Definition.

"Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G.4 RESERVED

G.5 APPOINTMENT OF CONTRACTOR REPRESENTATIVE DRMS (DEC 1995)

(a) The contractor shall provide in the space below the name and telephone number of at least one responsible individual who will serve to respond to operational problems and/or emergencies on a 24-hour basis.

(b) The contractor agrees that notice to the contractor representative(s) listed constitutes notice to the contractor and agrees to be bound by any commitments or representations made by the representative.

NAME _____

TITLE _____

PHONE NUMBER _____

24 Hour Emergency No. _____

G.6 REMITTANCE ADDRESS DRMS (APR 1986)

Prospective Contractors are requested to provide the following information:

REMITTANCE MAILING ADDRESS:

G.7 EPA IDENTIFICATION NUMBER DRMS (APR 1984)

The Contractor shall provide in the following blank space his EPA Identification Number as received from the U.S. Environmental Protection Agency in acknowledgment of filing a Hazardous Waste Notification.

_____ EPA Identification Number

G.10 REPORTING REQUIREMENTS DRMS (NOV 1996)

(a) If the contractor uses a TSDF which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the contractor must adhere to the requirements of Section C.10 and this clause.

(b) The contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator (through the COR) for filing with the state regulator's office(s). This Summary Manifest Report will be provided in sufficient time to allow

the generators to file the report(s) within the time frames allotted by each state. The required time frame will be established and documented when the Notification of Regulated Waste Activity form is submitted to the generator (through the COR) [see clause C.10]. The content of this Summary Manifest Report will be in accordance with the regulations of the state requiring the report.

G.11 SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING
DRMS (FEB 1998)

(a) SUBMISSION OF DOCUMENTATION

(1) The Contractor shall submit, within the time period prescribed in the provision at F.3, above, the following documentation:

(i) A cover letter, original and one copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract and that reports of analysis have been provided to the Contracting Officer's Representative (COR).

(ii) All Manifest Tracking Logs (DRMS Form 1683), dated and signed by a responsible company official. Original and one copy.

(iii) All manifests or bills of lading. Original and one copy.

(iv) All Orders for Supplies or Services (Form DD 1155), or any other document which serves as the Pickup report. Original and one copy.

(v) All Certifications of Recycling signed by a responsible facility official. Original and one copy. Certificates of Recycling are required for both mandatory and non-mandatory recycled items.

(vi) All waste analysis, waste profile sheets, and land disposal restriction (LDR) forms, if not previously provided to the COR. Original and one copy.

(vii) Only items (i) and (iv) are required for Special Requirements CLINs 6600 through 6699.

(viii) PCB items require a Certificate of Disposal (See C.1).

(2) This documentation will be submitted to:

Defense Reutilization and Marketing Service
ATTN: DRMS-LHO
74 Washington Avenue, North
Battle Creek, MI 49017-3092

Two (2) copies of each Certificate of Recycling, must also be provided to the applicable Defense Reutilization Marketing Office(s) (DRMO(s)).

(b) ACCEPTANCE OF SERVICES

(1) Upon receipt of the documentation discussed above, the services will be inspected, including review of the documentation submitted. The Government inspection period shall not exceed twenty (20) days. The system generated 591 report will be forwarded to the contractor signifying acceptance of services. A 591 report is considered "issued" when the Government deposits it in the mail. Untimely certification will be taken into account in the computation of any interest penalty owed the contractor under the Prompt Payment clause of this contract.

(2) If the Government decides not to accept the services, in whole or in part, because of deficiencies in the service or documentation provided by the Contractor, the Government will issue the Contractor written notification of deficiency within fifteen (15) calendar days after the completion of the inspection period specifying therein deficiencies detected in the documents forwarded. If mailed, a notification is considered "issued" when the Government deposits the notification in the mail. While such deficiencies shall preclude entitlement to interest based on constructive acceptance [reference clause I.113(a)(6)(i)], untimely notification will be taken into account in the computation of any interest penalty owed the Contractor under the Prompt Payment clause of this contract.

(3) Upon subsequent correction of the noted deficiencies and acceptance of services, the Government representative will issue a 591 report for those services.

(c) INVOICING

(1) After the receipt of a 591 report, the Contractor may submit its invoice for payment for those items accepted. Separate invoices will be submitted for each task order issued under the contract. The Contractor shall submit the following documentation as a request for payment of the accepted services:

(i) Original and three (3) copies of the invoice. (Either the 591 report with company invoice number, remittance address, original signature and date or original company generated invoice with original 591 attached accompanied by the same number of copies as specified above.)

(ii) All information required by the clause at I.113 entitled "PROMPT PAYMENT", FAR 52.232-25, paragraphs (a)(4)(i) through (viii).

(iii) The Contractor shall submit invoices to:

Defense Finance and Accounting Service
ATTN: DFAS-CO-LC
P.O. Box 369016
Columbus, OH 43236-9016

G.12 PARTIAL TASK ORDER PAYMENTS UPON FINAL DISPOSAL **DRMS (FEB 1998)**

(a) Partial task order payments will be effected in accordance with the Clause entitled Payments FAR 52.232-1 (APR 1984), when the Contractor has satisfactorily completed the following services on a task order:

(1) Removed all Contract Line Item Numbers (CLINs) on a task order from Government facilities in accordance with the terms and conditions of this contract.

(2) Documented in accordance with the terms and conditions of this contract, acceptance of the hazardous wastes at the facility that will apply final treatment/disposal for which partial payment is requested.

(b) No partial task order payment will be effected under this clause except as provided for in (a)(1) and (2) above unless the Contracting Officer determines that the failure of the Contractor to remove all CLINs on a task order arose out of causes beyond the control and without the fault or negligence of the Contractor. In such event, the Contracting Officer may authorize partial task order payment for hazardous wastes when documentation has been provided to support its acceptance at the facility that will apply final treatment/disposal, notwithstanding the Contractor's failure to remove all CLINs covered by such task order.

(c) No partial CLIN payment will be made under this contract unless approved by the Contracting Officer.

H.0 SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES **FAR 52.222-42 (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination. Contents:

- (a) Contribution of three (3) percent of basic hourly rate for health insurance.
- (b) Contribution of seven (7) percent of basic hourly rate for retirement.
- (c) Ten (10) paid holidays as follows:

New Year's Day	Martin Luther King Day	Columbus Day	Thanksgiving Day
Washington's Birthday	Independence Day	Veterans' Day	Christmas Day
Memorial Day	Labor Day		

(d) Paid sick leave as follows: Two (2) hours of sick leave each week for employees, regardless of years of service.

(e) Paid annual leave - vacation as follows:

(1) Two (2) hours annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

(3) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

(f) Basic hourly rate by classification is (See Attachment IV).

H.3 DOL WAGE DETERMINATION DRMS (OCT 1993)

Wage Determinations No. 96-0233 (Rev 05) dated 06/18/99, No. 88-0162 (Rev 04) dated 03/07/00, and No. 94-2017 (Rev 20) dated 07/15/99 are applicable to this contract and are made a part hereof as Attachment No. IV.

H.5 USE OF TSDFS AND TRANSPORTERS DRMS 52.244-9R01 (FEB 1998)

(a) The contractor shall use only the transporters and treatment, storage, recycling and disposal facilities (TSDFs) from the Qualified Facilities List and Qualified Transporters List. These lists are located on the world wide web (www) at either <http://www.drms.dla.mil> or <http://www.drms.dla.mil/environmental/envIRON.html>. Contractors who do not have access to the www may request a copy of the above lists from the contracting officer. See clause H.6, Additional TSDFs and Transporters for information on how the contractor may request that a TSDF or transporter be added to the qualified lists.

(b) DRMS has reviewed these TSDFs and Transporters in the past and has no reason to believe that they do not meet the standards herein. Inclusion of TSDFs and Transporters on the Qualified List does not constitute a determination of the acceptability of these TSDFs and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by the RFP with the firms listed under the Qualified Lists and to propose additional firms under Clause H.6 to perform the work required if the TSDFs or Transporters listed in H.5 cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in the performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a TSDF from the Qualified Facilities List located on the www if any of the following apply:

- (1) The TSDF is currently closed.
- (2) The TSDF is identified as a significant non-complier (exhibiting RCRA Class I violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.
- (3) The TSDF has been cited via an administrative order or judicial action, and the TSDF has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.
- (4) The TSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DoT violations) or exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith."
- (5) The TSDF has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.
- (6) The TSDF is not permitted to and/or is not capable of handling the property proposed.
- (7) The TSDF received a negative recommendation as a result of a DRMS inspection visit during the preceding twelve (12) months without substantive evidence of corrected deficiencies.
- (8) The TSDF stores/treats the waste, then ships out the regulated DRMS hazardous waste to a TSDF excluded under any of the H.5(c) requirements.

(9) The TSDF's financial assurance is not sufficient to protect the Government's long term interests.

(10) Facilities that are unable to track property from entry to exit.

(11) The TSDF manages property in a manner that causes the generator of the manifest to file exception reports IAW 40 CFR 262.42(a)(2), or state equivalent.

(12) DRMS is unable to validate/update the required data elements noted in H.6(b) & (c).

(13) The facility has not received any DRMS wastes for a period of twelve consecutive months.

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

(1) The transporter does not have the appropriate Federal/state/local permits to transport property under this contract (hazardous or non-hazardous).

(2) The transporter has not provided documentation of at least a "satisfactory" rating from Department of Transportation (DoT) Office of Motor Carriers (OMC) or the California Highway Patrol. Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 U.S. States are not required to provide an OMC satisfactory rating. All other requirements cited above are applicable.

(3) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA and state and local regulations governing hazardous materials hauling and motor carrier/marine safety).

(4) The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(5) The transporter has not transported any DRMS wastes for a period of twelve consecutive months.

(6) DRMS is unable to validate/update the required data elements noted in H.6.(d).

(e) Transporters or TSDFs may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors, that currently hold DRMS contracts, via letter or fax when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual usage under the contract. Facilities or transporters

appearing on a qualified list on the day a task order is issued are in effect for the duration that task order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS.

H.6 ADDITIONAL TSDFS AND TRANSPORTERS DRMS (APR 1997)

(a) During the solicitation process or life of the contract the contractor may request to add TSDFS or transporters to the Qualified Facilities List or Qualified Transporters List located on the world wide web (www). TSDFS or Transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Best and Final Offers. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under H.6. Request for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

The proposed TSDFS or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in H.5 (c) and (d) apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contracts terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

Firms submitted by offerors (and approved by DRMS) for addition to the qualified lists prior to contract award will not be added to the www unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested.

Post-award requests for additions to the Qualified List(s) or requests from TSDFS and transporters to have their firm added to the qualified list(s) will be added to the www upon approval.

(b) The contractor shall provide the following information for RCRA permitted TSDF's and Non-RCRA landfills including, but not limited to: complete address; telephone number; a copy of the permit excerpt to include the cover page(s), waste streams and treatment methods, closure funding, EPA identification number, and regulatory points of contact. The TSDF EPA identification number will be utilized as the DRMS Base Operating Support System (BOSS) number for administrative purposes.

(c) (1) The contractor shall provide the following information for each non-RCRA facility including, but not limited to: complete address; telephone number; a copy of the

Federal/state/local permit excerpt to include the cover page(s), waste streams and treatment methods, closure funding (if a regulated or permit requirement) and a federal/state/local compliance point of contact. If there is no regulatory or permit requirement for closure funding, comparable financial assurance coverage must be provided. A DRMS created BOSS number will be assigned for the approved non-RCRA facility for administrative purposes.

(2) Each non-RCRA facility proposed by the offeror must have, as a minimum, a Federal/state/local permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one federal, state or local regulatory inspection during a calendar year.

(d) The contractor shall provide the following information for proposed transporters:

(1) Name and address of transporter and EPA identification number

(2) Evidence of a “satisfactory” rating from the DoT Office of Motor Carriers (OMC) or equivalent state agency.

(3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.

(4) For each railroad company proposed, provide the 2-4 digit unique alpha code used in the industry for identification purposes.

(e) The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all federal, state, and local laws and regulations and the TSDF’s and transporter’s permit.

H.10 INCIDENTAL FEES DRMS (APR 1995)

Any incidental state or local environmental fee, tax or penalty assessed against DoD/DRMS as a hazardous waste generator, that arises from a contractor's decision to transport or dispose of hazardous waste in a location that imposes such fee, tax or penalty, will be paid by the contractor, including, but not limited to:

(a) Any fee, tax or penalty levied as a result of a contractor's decision to transport and/or dispose of waste in a state(s) where such fees, taxes or penalties are assessed.

(b) Any fee, tax or penalty levied for exceeding the amount of waste authorized for import from out-of-state generators.

(c) Any fee, tax or penalty levied as a result of a contractor's failure to prepare and provide a Manifest Summary Report, including the completed manifest documents, to the DoD hazardous waste generator(s) for filing with a state environmental regulator's office.

H.16 CONTAINERS DRMS (OCT 1996)

The type and size containers that will be used to turn materials in to the Defense Reutilization and Marketing Office (DRMO) will vary and may not be known prior to actual turn-in. Although the expected type of container is generally specified in the inventory, the actual furnished container utilized may include any potential commercial packaging including, but not limited to: one-half pint cans, cardboard cases, bottles/cans, 1 quart bottles/cans, 1 gallon cans, 5 gallon cans, 30 gallon and 55 gallon drums, 85 gallon overpack drums and bulk tanks. Containers are not guaranteed to be full. Payment will be based upon the actual total weight of the Government furnished containers and contents. When items are contained in tanks larger than 119 gallons, the contents only are to be disposed of under the bulk CLIN. Individual bulk tanks, over 119 gallon capacity, will be disposed of as a separate CLIN.

H.17 ANTICIPATED REGULATORY CHANGES DRMS (JUN 1988)

As noted in section C, performance under any contract resulting from this solicitation must be in compliance with all local, state, and federal environmental laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H.30 INDEMNIFICATION DRMS 52.211-9R13(MAY 1998)

Upon receipt/removal of items from the various Government installations the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of RCRA, CERCLA or any similar state enforcement programs under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

I.0 SECTION I - CONTRACT CLAUSES**CLAUSES INCORPORATED BY REFERENCE FAR REF. 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>.

REF. NO.	TITLE	FAR REF	DATE
I.1	DEFINITIONS	52.202-1	(OCT 1995)
I.3	GRATUITIES	52.203-3	(APR 1984)
I.4	COVENANT AGAINST CONTINGENT FEES	52.203-5	(APR 1984)
I.5	RESTRICTIONS ON SUBCONTRACTOR SALES FEES TO THE GOVERNMENT	52.203-6	(JUL 1995)
I.6	ANTI-KICKBACK PROCEDURES	52.203-7	(JUL 1995)
I.8	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	52.203-10	(JAN 1997)
I.9	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.203-12	(JUN 1997)
I.11	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DFAR SUP 252.205-7000	(DEC 1991)
I.12	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.209-6	(JUL 1995)
I.13	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.211-15	(SEP 1990)
I.14	AUDIT AND RECORDS NEGOTIATION	52.215-2	(AUG 1996)
I.15	ORDER OF PRECEDENCE -- UNIFORM	52.215-8	(OCT 1997)

CONTRACT FORMAT

I.17	PRICING ADJUSTMENTS DFAR SUP	(DEC 1991) 252.215-7000	
I.18	PRICE REDUCTION FOR DEFECTIVE OR PRICING DATA	52.215-10	(OCT 1997)
I.19	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	52.215-11	(OCT 1997)
I.20	SUBCONTRACTOR COST OR PRICING DATA	52.215-12	(OCT 1997)
I.21	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	52.215-13	(OCT 1997)
I.22	FACILITIES CAPITAL COST OF MONEY	52.215-16	(OCT 1997)
I.23	WAIVER OF FACILITIES CAPITAL COST OF MONEY	52.215-17	(OCT 1997)
I.25	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA MODIFICATIONS	52.215-21	(OCT 1997)
I.27	OPTION TO EXTEND SERVICES	52.217-8	(AUG 1989)
I.29	UTILIZATION OF SMALL BUSINESS CONCERNS	52.219-8	(JAN 1999)
I.30	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	52.219-9	(JAN 1999) (JAN 1999)
I.33	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN	52.219-16	(JAN 1999)
I.34	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	52.219-25	(JAN 1999)
I.36	NOTICE TO THE GOVERNMENT OF	52.222-1	(FEB 1997)

LABOR DISPUTES

I.37	CONVICT LABOR	52.222-3	(AUG 1996)
I.38	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	52.222-4	(JUL 1995)
I.40	EQUAL OPPORTUNITY	52.222-26	(FEB 1999)
I.41	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	52.222-35	(APR 1998)
I.42	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	52.222-37	(JAN 1999)
I.43	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS WITH DISABILITIES	52.222-36	(JUN 1998)
I.44	SERVICE CONTRACT ACT OF 1965, AS AMENDED	52.222-41	(MAY 1989)
I.46	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	52.222-43	(MAY 1989)
I.49	CLEAN AIR AND WATER	52.223-2	(APR 1984)
I.50	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	52.223-5	(APR 1998)
I.51	DRUG-FREE WORKPLACE	52.223-6	(JAN 1997)
I.52	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	52.226-1	(MAY 1999)
I.54	AUTHORIZATION AND CONSENT	52.227-1	(JUL 1995)
I.55	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	52.227-2	(AUG 1996)
I.56	FEDERAL, STATE & LOCAL TAXES	52.229-3	(JAN 1991)

I.57	TAXES-CONTRACTS PERFORMED IN U.S POSSESSIONS OR PUERTO RICO	52.229-5	(APR 1984)
I.58	COST ACCOUNTING STANDARDS	52.230-2	(APR 1998)
I.59	ADMINISTRATION OF COST ACCOUNTING STANDARDS	52.230-6	(APR 1996)
I.61	SUPPLEMENTAL COST PRINCIPLES	DFAR SUP 252.231-7000	(DEC 1991)
I.62	PAYMENTS	52.232-1	(APR 1984)
I.63	PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS	52.232-7	(FEB 1997)
I.64	DISCOUNTS FOR PROMPT PAYMENT	52.232-8	(MAY 1997)
I.65	EXTRAS	52.232-11	(APR 1984)
I.66	INTEREST	52.232-17	(JUN 1996)
I.67	AVAILABILITY OF FUNDS	52.232-18	(APR 1984)
I.68	ASSIGNMENT OF CLAIMS	52.232-23	(JAN 1986)
I.70	DISPUTES (ALTERNATE 1)	52.233-1	(DEC 1998) (DEC 1991)
I.71	PROTEST AFTER AWARD	52.233-3	(AUG 1996)
I.72	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	52.237-2	(APR 1984)
I.74	POSTAWARD CONFERENCE	DFAR SUP 252.242-7000	(DEC 1991)
I.75	BANKRUPTCY	52.242-13	(JUL 1995)
I.76	CHANGES-FIXED PRICE (ALTERNATE 1)	52.243-1	(AUG 1987) (APR 1984)

I.77	CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS	52.243-3	(AUG 1987)
I.78	COMPETITION IN SUBCONTRACTING	52.244-5	(DEC 1996)
I.79	GOVERNMENT-FURNISHED PROPERTY (SHORT-FORM)	52.245-4	(APR 1984)
I.80	WARRANTY OF SERVICES	52.246-20	(APR 1984)
I.81	LIMITATION OF LIABILITY-SERVICES	52.246-25	(FEB 1997)
I.83	VALUE ENGINEERING	52.248-1	(MAR 1989)
I.84	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	52.249-2	(SEP 1996)
I.86	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	52.249-8	(APR 1984)

I.100 ORDERING FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award or 30 Oct 00, whichever is later through the end of a eighteen (18) month period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or by electronic commerce methods only if authorized in the Schedule.

I.101 ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00 per task order, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract. This minimum order requirement does not apply to the delivery order when ordering a special services CLIN (6000 series) except for CLIN 6609NG (See C.84).

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of \$200,000.00.

(2) Any order for a combination of items in excess of \$1,000,000.00.

(3) A series of orders from the same ordering office within twenty (20) calendar days that together call for quantities exceeding the limitation in subparagraph 1 or 2 above.

(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.102 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9
(MAR 1989)

(a) The Government may extend the term of this contract by written notices to the contractor within fourteen (14) days before the end of the contract period; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

I.103 INSURANCE-WORK ON A GOVERNMENT INSTALLATION FAR 52.228-5
(JAN 1997)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

NOTE: Minimum amounts of insurance referenced in para. (a) above are as follows:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive	200,000 per person &
Form: Bodily Injury Liability	500,000 per occurrence
Property Damage:	1,000,000 per occurrence

I.104 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
FAR 52.232-19 (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 00. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 00 until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

I.105 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)
DFAR SUP 252.219-7003

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. This term also means any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the contractor's small business subcontracting goal.

(e) A mentor firm under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protégé firms which are qualified organizations employing the severely handicapped; and

(2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the contractor shall notify the Administrative Contracting Officer

of any substitutions of firms that are not small, small disadvantaged, or women-owned small business for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

**I.111 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED FELONIES DFAR 252.203-7001
(MAR 1999)**

(a) Definitions. As used in this clause -

(1) "Arising out of a contract with the DoD" means any act in connection with -

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving -

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or subcontract with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than five (5) years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and,

(4) An explanation of why a waiver is in the interest of national security.

(g) The contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting the Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202)616-3507.

I.112 DISPLAY OF DOD HOTLINE POSTER DFAR SUP 252.203-7002 (DEC 1991)

(a) The contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

L.113 PROMPT PAYMENT FAR 52.232-25 (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due date--

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Re-negotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the twentieth (20th) day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made

on the *[insert day as prescribed by Agency head; if not prescribed, insert 30th day]* day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

**I.114 PRICING OF CONTRACT MODIFICATIONS DFAR SUP 252.243-7001
(DEC 1991)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

**I.116 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT
DLAD 52.249-9000 (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I.117 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE
INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES
(INF) TREATY DFAR SUP 252.209-7000 (NOV 1995)**

(a) The contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty,

solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the contracting officer.

(b) The contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

I.118 INDEFINITE QUANTITY FAR 52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 18 months from 30 Oct 00 or date of award, whichever is later.

I.119 DRUG-FREE WORK FORCE DFAR SUP 252.223-7004 (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs;

or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Program" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the contractor, in accordance with procedures established by the contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

I.120 TRANSPORTATION OF SUPPLIES BY SEA DFAR SUP 252.247-7023
(NOV 1995)

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material-man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, material-man, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The contractor and its subcontractors may request that the contracting officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The contractor must submit any request for use of other than U.S.-flag vessels in writing to the contracting officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The contracting officer will process requests submitted after such date(s) as expeditiously as possible, but the contracting officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The contractor shall, within 30 days after each shipment covered by this clause, provide the contracting officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the contractor had the written consent of the contracting officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the contracting officer. The contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the contracting officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**I.125 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA DFAR SUP
252.247-7024 (NOV 1995)**

(a) The contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the contractor:

(1) Shall notify the contracting officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

**I.127 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS
CONCERNS FAR 52.219-4 (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except -

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.131 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFAR 252.223-7006 (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent

authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

I.133 NOTIFICATION OF CHANGES FAR 52.243-7 (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the contracting officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the contracting officer has so designated by written notice (a copy of which shall be provided to the contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the contracting officer, the contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the contractor identifies any Government conduct (including actions, in-actions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay or disruption of performance.

(c) **Continued performance.** Following submission of the notice required by (b) above, the contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the contractor, unless the notice reports a direction of the contracting officer or a communication from a SAR of the contracting officer, in either of which events the contractor shall continue performance; provided, however, that if the contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the contractor and to the contracting officer. The contracting officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) **Government response.** The contracting officer shall promptly, within 90 calendar days after receipt of notice, respond to the notice in writing. In responding, the contracting officer shall either--

(1) Confirm that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) **Equitable adjustments.**

(1) If the contracting officer confirms that Government conduct effected a change as alleged by the contractor, and the conduct causes an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the contractor in attempting to comply with the defective drawings, designs or specifications before the contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the contracting officer under this clause is included in the equitable adjustment, the contracting officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.134 AUTHORIZED DEVIATIONS IN CLAUSES FAR 52.252-6 (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.135 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DFAR SUP 252.225-7026 (MAR 1998)

(a) Reporting criteria. Reporting under this clause is required for--

(1) Offers exceeding \$10 million, if the offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds \$500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding \$10 million, when any part that exceeds \$500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding \$500,000, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless a foreign place of performance is--

(i) The principal place of performance; and

(ii) Indicated by the offeror's entry in the place of performance provision of the solicitation.

(b) Submission of reports.

(1) The offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to--

Deputy Director of Defense Procurement (Foreign Contracting)
OUSD(A&T)DP(FC)
Washington, DC 20301-3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) Flow down requirements.

(1) The contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required.

Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

- (1) Subcontracts;
- (2) Purchases; and
- (3) Intra-company transfers when transfers originate in a foreign location.

I.136 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
FAR 52.228-4 (APR 1984)

(a) This paragraph applies if the contractor employs any persons who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651 et seq). On behalf of employees for whom the applicability of the Defense Base Act has been waived the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq). On behalf of employees for whom the applicability of Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as a result of a war hazard as defined in the act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the contractor elects to assume directly the liability to subcontractor employees created by this clause, the contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

I.138 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
FAR 52.204-4 (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% post consumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper and cover stock. An alternative to meeting the 20 percent post-consumer material standard is 50 percent recovered material content of certain industrial by-products.

**I.139 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED
BY THE GOVERNMENT OF A TERRORIST COUNTRY DFAR 252.209-
7004(MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

I.140 TOXIC CHEMICAL RELEASE REPORTING FAR 52.223-14 (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (FORM R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and report requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall -

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I.141 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE
DLAD 52.219-9003 (MAY 1996)

Current or proposed MBA proposals submitted by offerors shall become part of this contract upon award. Performance under the MBA plan will be evaluated by the contracting officer and may become a consideration prior to option exercise. MBA plan implementation may also become a part of the contractor's past performance record used in future source selection decisions. Prime contractors and their protégés shall meet semi-annually with DLA contracting office representatives to review progress under applicable MBAs.

I.142 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY FAR 52.203-8 (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.143 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL
CONTRACTOR REGISTRATION FAR 52.232-33 (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either --

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor’s EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the undated information to the CCR database.

(c) Mechanisms for EFT Payment.. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor’s EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of the paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT

instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.144 Disputes: Agreement to Use Alternative Dispute Resolution

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights. If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

J.0 SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS **DRMS (APR 1984)**

This solicitation package consists of the following documents:

- (a) DD Form 1707, dated Mar 89 (Information to Offerors) 2 Pages
- (b) Standard Form 33, Solicitation, Offer, and Award Pages 1 through 170.
- (c) Attachments/Enclosures, etc.
 - I. DRMS 1683, Manifest Tracking Log
 - II. Evaluation Data for Rejected Cylinders
 - III. DRMS 1989, Non-DRMS Past Performance
 - IV. DoL Wage Determinations 96-0223 (Rev 05); 88-0162 (Rev 04); 94-2017 (Rev 20)
 - V. Waste Code CLIN Selection Criteria
 - VI. Gas Cylinder Waste Code CLIN Selection Criteria

- VII. Certificate of Recycling
- VIII. Report of Compressed Gas Cylinders (Inert and Non-Inert)
- IX. Cylinder Evaluation Report – CLIN 6601
- X. DRMO Inspection Form
- XI. 1348-1A Turn-In Document

J.2 NOTICE DRMS (APR 1984)

Reference SF33, Item 11, Table of Contents. Upon award, Part IV, Sections K thru M shall not physically be included in the resulting contract in accordance with FAR 14.201-1(c) or FAR 15.406-1(b).

K.0 SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR REF.	DATE
	52.252-1	(JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

REF. NO.	TITLE	FAR REF.	DATE
K.1	PROHIBITION OF SEGREGATED FACILITIES	52.222-21	(FEB 1999)
K.3	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.203-11	(APR 1991)
K.5	<u>ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION FAR 52.215-7 (OCT 1997)</u>		

The offeror has (check the appropriate block):

(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if ``none," so state]:

(b) Enclosed its annual representations and certifications.

K.22 AFFIRMATIVE ACTION COMPLIANCE FAR 52.222-25 (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.23 OFFERS FROM PARTNERSHIPS OR JOINT VENTURES DRMS (APR 1984)

If offeror is a partnership or a joint venture, so state and enter the name and address of each partner and/or the name and address of each joint venturer. If any member of a joint venture is a partnership include the name and address of each partner. Attach separate sheet if necessary.

**K.25 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22
(FEB 1999)**

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.26 CLEAN AIR AND WATER CERTIFICATION FAR 52.223-1 (APR 1984)

The offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the contracting officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.27 SMALL DISADVANTAGED BUSINESS STATUS FAR 52.219-22 (OCT 1998)
ALTERNATE I(OCT 1998)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

_____(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

_____(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that

no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ____ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(3) Address. The offeror represents that its address ____ is, ____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/adbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.28 SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1
(MAY 1999) – ALTERNATE I (OCT 1998) – ALTERNATE II (JAN 1999)

(a)

- (1) The standard industrial classification (SIC) code for this acquisition is 4953.
- (2) The small business size standard is six (6) million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm’s status as a small or small disadvantaged or women owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the

Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____Black American

____Hispanic American

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Figi, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal).

____Individual/concern, other than one of the preceding.

ALTERNATE II

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.29 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
FAR 52.203-2 (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.35 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____.

(e) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN_____

K.36 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES
BY SEA DoD FAR SUP 252.247-7022 (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K.37 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT AND OTHER RESPONSIBILITY MATTERS FAR 52.209-5
(MAR 1996)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that

(i) The offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

K.42 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS

FAR 52.204-5 (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned

business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, (See K.28) of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

K.43 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
FAR 52.223-13 (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.44 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
FAR 52.204-6 (APR 1998)

(a) (The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.) The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.0 SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
OFFERORS OR QUOTERS

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>.

REF. NO.	TITLE	FAR REF.	DATE
L.1	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	52.222-24	(FEB 1999)
L.2	SITE VISIT	52.237-1	(APR 1984)
L.24	<u>TYPE OF CONTRACT</u>	FAR 52.216-1	(APR 1984)

The Government contemplates award of a Firm-Fixed Price Indefinite-Delivery-Indefinite Quantity-Type contract resulting from this solicitation.

L.26 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
DLAD 52.219-9002 (MAY 1996)

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Businesses (SB), Small Disadvantaged Businesses (SDB), and Women-Owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. ****(See Note below) The offeror may also propose to mentor a Javits-Wagner-O'Day qualified non-profit agency.** The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such entities in receiving better market shares under long term contracts.

****Note:** DRMS has an approved waiver for Javits-Wagner-O'Day (JWOD) requirements.

L.27 MBA IMPLEMENTATION PLAN **DRMS (MAY 1996)**

In accordance with DLAD 52.219-9002, the contractor may submit an implementation plan for participation in the DLA Mentoring Business Agreement (MBA) program. This program was developed to provide maximum opportunity to the small business community. Participation in the MBA Program plan is elective, however, proposals that demonstrate a strong commitment to affording small, small disadvantaged, and small women-owned businesses real opportunities to compete in the reengineered business environment may receive a more favorable rating for this evaluation factor than those that demonstrate little or no commitment. These opportunities can take the form of providing assistance to make the business a strong competitor for subcontracting opportunities, becoming a valued supplier or performing a part of the contract work in conjunction with the prime through a type of teaming arrangement. There is no limit to the type of assistance the prime contractor may provide to achieve its objectives. Successful proposals will be incorporated into the contract and will be monitored during contract performance.

L.28 ALTERNATE PROTEST PROCEDURES DRMS (JAN 1997)

(a) In accordance with DLAD 4105.1, Subpart 33.103(c), offerors may submit protests to the Defense Reutilization and Marketing Service, to the contracting officer, or may elect to use the alternative protest procedure, which assures the protest will be reviewed at a level above the contracting officer.

(b) Offerors who elect to submit protests to the contracting officer shall submit their protests to the contracting officer at the address listed in this solicitation.

(c) Offerors who elect to utilize the alternate procedure shall submit their protest to the following address: Defense Reutilization and Marketing Office, Attn.: DRMS-TPHD/J. Bednar, 74 N. Washington Avenue, Battle Creek MI 49017-3092.

L.32 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the official named in block 10 of the Standard Form 33, at the address specified in Block 7 of that form.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.33 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING DoD FAR SUP 252.204-7001 (DEC 1991)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the offeror does not have a CAGE code, it may ask the contracting officer to request one from the Defense Logistics Services Center (DLSC). The contracting officer will--

(1) Ask the contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

L.34 HAND CARRIED AND COMMERCIALY DELIVERED PROPOSALS
DRMS (DEC 1997)

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of proposals. Offerors are notified that the Controlled Area signs posted at the entrance to the corridors leading to Room 2C-1-1 do not prohibit passage of individuals conducting official business with the contracting officer (e.g., contractor personnel delivering proposals, attending public bid openings). Offerors are cautioned that hand-carried proposals that are left at the Federal Center loading dock or elsewhere and arrive late at the bid depository may be rejected.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Contracting Officer Tele: (See block 7c of DD Form 1707)
DRMS-PH, Room 2C-1-1
Federal Center
74 Washington Avenue, North
Battle Creek, MI 49017-3092

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must ensure that this information is prominently displayed on the outside of the delivery container.

**L.35 POSTPONEMENT OF OPENING OF OFFERS DLAD 52.214-9000
(OCT 1982)**

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition or strikes) result in closing the designated site for opening offers, so that the conduct of openings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or FAR 52.215-10 as applicable.

L.37 PREAWARD SURVEY DRMS (APR 1984)

After solicitation opening/closing and prior to award, the Government may conduct a preaward survey of one or more bidders who may become eligible for award after final evaluation. This survey will be conducted at the Contractor's facility(ies) or other location(s) as are deemed necessary by the Government. The preaward survey is one of the factors which will be used by the Government to determine the Contractor's ability to satisfactorily perform the work set forth in this solicitation. The preaward survey may include, but is not necessarily limited to the following:

1. Technical Capability	9. Plant Safety
2. Production Capability	10. Security Clearance
3. Plant Facilities & Equipment	11. Labor Resources
4. Financial Capability	12. Performance Record
5. Purchasing & Subcontracting	13. Ability to Meet Delivery Schedules
6. Accounting System	14. Emergency Response Capabilities
7. Quality Assurance	15. All Responsibility Criteria
8. Transportation	

L.38 NOTICE ON PREAWARD SURVEY DRMS (APR 1984)

Offerors are advised that accomplishment of the preaward survey or the furnishing of documents is a part of the evaluation process and is not to be construed as an indication that an offeror will receive the award.

L.39 TELEGRAPHIC OFFERS DRMS (APR 1985)

Telegraphic bids/offers are not acceptable.

L.41 PREPROPOSAL CONFERENCE DRMS (AUG 1985)

A preproposal conference will be conducted on/at:

DRMO Anchorage on July 10, 2000

DRMO Fairbanks on July 12, 2000

Time: 0800 local time each day

Point of contact: Joe Bednar, (616)961-7546, jbednar@mail.drms.dla.mil

The purpose of this conference will be to discuss the nature of the requirements and tour certain areas of the installations as time permits.

All offers interested in attending must provide notice, and any questions submitted in advance must be furnished in writing to:

Federal Center (DRMS-TPHD/Joe Bednar)
74 Washington Avenue, North
Battle Creek, MI 49017-3092

NOTE: OUTSIDE ENVELOPE SHOULD BE MARKED "PREPROPOSAL CONFERENCE" to arrive at this office not later than 28 Jun 00.

All schedules, terms and conditions will remain unchanged after the preproposal conference, unless an amendment is issued to the solicitation.

L.44 NOTICE TO DEBARRED OR SUSPENDED CONTRACTORS
DRMS (FEB 1988)

NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO, AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A NOTICE OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY, IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

L.45 AUTHORIZED DEVIATIONS IN PROVISIONS FAR 52.252-5 (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.46 AGENCY PROTESTS DLAD 52.233-9000 (SEP 1999)

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L.49 TECHNICAL PROPOSAL DRMS (MAY 2000)

All offeror's technical proposals must include:

(1) Documentation on the contractor's training program sufficient to demonstrate compliance with OSHA, RCRA, TSCA, DoT and state requirements relative to hazardous property handling. Documentation verifying the following (initial and refresher) have been met must be provided for key employees proposed to perform under the contract, as well as contact information and credentials of the training agent:

- (i) OSHA – When/where applicable
- (ii) RCRA – when applicable
- (iii) TSCA – when applicable
- (iv) DoT – when applicable

(2) Offerors must provide a general narrative description, not to exceed ten (10) typed pages, of their overall plan to accomplish the contract, to include:

- (i) Staff/resources (ie. number of employees and major equipment)
- (ii) Documentation submittal
- (iii) The following special requirements: C.46, C.77, C.83 & C.84

Offerors are hereby notified that the awardee's technical proposal will be incorporated as an attachment into the contract, with its content being enforceable under the contract. In the event of an inconsistency between the incorporated technical proposal and any other contract requirement, the other contract requirement (not the technical proposal) takes precedence.

L.52 PROPOSAL SUBMISSION (Format and Content) DRMS (NOV 1996)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I, Volume II and Volume III.

(1) Volume I: Proposal Certifications and Price Schedule (original and two copies). Offerors automated duplication of the solicitation price schedule contained in section B of this solicitation is neither necessary or desired.

(2) Volume II: Technical Proposal (original and one copy). Offerors must submit a technical proposal IAW L.49.

(2) Volume III: Past Performance Proposal (original and one copy). The submission of a past performance proposal is mandatory. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance.

(b) **MINIMUM CONTENT:**

(1) Volume I, Proposal Certification and Price Schedule, shall contain:

(i) Section A of solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror;

(ii) Section B of solicitation (schedule of prices for each item);

(iii) Section G of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror);

(2) Volume II, L.49, Technical Proposal

(3) Volume III, L.53, Past Performance Proposal.

L.53 NON-DRMS PAST PERFORMANCE PROPOSAL DRMS (APR 1997)

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under Socioeconomic proposals, subcontracting plans or mentoring business agreements that were incorporated into contracts within the last two years. The information provided should reflect the offeror's record of performance in the areas of conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified (including any Notice of Violations received as a result of the prime or major subcontractor's actions), what were they and what corrective action was taken.

(1) Offerors shall submit past performance data on DRMS Form 1989, Non-DRMS Hazardous Waste Material Management Past Performance History L.53 Submittal, provided at Attachment No. III. For each reference provided, a valid name and telephone number is required.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to the completed DRMS Form 1989. Narrative statements should be short, direct and concise.

(3) Information regarding socioeconomic proposals, subcontracting plans, and mentoring business agreements should include a copy of the plan or agreement, actual results achieved, time period that the results represent, and a point of contact and telephone number of the government representative that monitored these plans.

(b) Experience:

(1) Offeror shall submit qualifications of either the firm or key employees of the firm. Experience of the firm must include the following information -- name, address, telephone number, and point of contact for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity of waste disposed and corresponding chemical name/EPA code/hazard class.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to hazardous waste management.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied, and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a natural science or engineering degree. Indicate which key employee(s) possesses direct, hands on hazardous waste field experience.

L.54 ALTERNATE PROPOSALS DRMS (AUG 1994)

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

An alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

**L.57 SUBMITTAL OF ACKNOWLEDGMENT OF SOLICITATION
AMENDMENTS AND SUBMITTAL OF BEST AND FINAL OFFERS
BY FACSIMILE DRMS (JAN 1992)**

(a) Offerors may acknowledge receipt of solicitation amendments by facsimile. Acknowledgment of solicitation amendments must contain the required signatures.

(b) Offerors may submit best and final offers by facsimile. Best and final offers must arrive at the place and by the time specified in the solicitation and must contain the required signatures.

(c) Offerors are required to promptly submit the complete original of any signed document.

(d) The Government will not be responsible for any failure attributable to the transmission of a facsimile acknowledgment of a solicitation amendment or the submittal of a facsimile best and final offer. The Government will notify the offeror of any illegible facsimile copies received.

(e) DRMS facsimile receiving data is as follows:

(1) Datafax number: (616)961-4417.

(2) Equipment make and model: Pitney-Bowes, Model 8050.

(f) Submittal of an initial proposal by facsimile is not acceptable.

**L.58 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT
OF A TERRORIST COUNTRY DFAR 252.209-7001 (MAR 1998)**

(a) Definitions. As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, building, real estate or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

L.59 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT DFAR 252.209-7002 (SEP 1994)

(a) Definitions. As used in this provision -

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government” -

(i) Means -

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means -

(i) Top Secret information

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

**L.60 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED
BY THE GOVERNMENT OF A TERRORIST COUNTRY FAR 252.209-7004
(MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

L.62 SOCIOECONOMIC PROPOSAL DLAD 52.215-9002 (MAR 1996)

In addition to any subcontracting plan required by the clause 52.219-9;

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies and any other support that will be provided to you by small,

small disadvantaged and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

L.63 IDENTIFICATION OF UNCOMPENSATED OVERTIME FAR 52.237-10
(OCT 1997)

(a) Definitions. As used in this provision--

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \text{ divided by } 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.64 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION

FAR 52.215-1 (Oct 1997) ALTERNATE I (OCT 1997)

ALTERNATE II (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the

offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

M.0 SECTION M - EVALUATION FACTORS FOR AWARD

<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR REF.	DATE
	52.252-2	(JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their text available.

REF. NO.	TITLE	FAR REF.	DATE
M.2	EVALUATION OF OPTIONS	52.217-5	(JUL 1990)

M.3 DATA PRICING, EVALUATION AND AWARD DLAD 52.217-9000 (OCT 1982)

(a) If the offeror does not indicate a charge for data, the Government will consider and the offeror agrees that the data charge is included in the price of the end item.

The Government reserves the right to waive one or more data CLINs in evaluating each offer and in awarding the contract, as the best interests of the Government may require. Each offer will be evaluated on the basis of only those data CLINs required of that offeror.

(b) Separate awards will not be made for data CLINs.

M.8 SOCIOECONOMIC SUPPORT EVALUATION DLAD 52.215-9003(OCT 1996)

(a) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions.

(b) Past performance on prior contracts in subcontracting and assisting small, small disadvantaged, and women-owned small businesses will also be evaluated as part of this factor.

M.9 EVALUATION CRITERIA FOR TECHNICAL ACCEPTABILITY DRMS (MAY 2000)

Technical proposals will be evaluated on a pass/fail (ie. go/no go) basis based on offeror's L.49 submittals. Offerors will be provided the opportunity to address any significant deficiencies. If after discussions a firm's L.49 submittal is still not considered acceptable, the firm will be ineligible for award and no further consideration will be given to their proposal.

M.10 EVALUATION FACTORS FOR AWARD DRMS (APR 1997)

(a) The Government will make award to a single, responsible, technically acceptable offeror whose offer conforms to the solicitation and demonstrates the best value to the Government in

terms of past performance, price, socioeconomic proposal, and Mentoring Business Agreements (MBA) participation.

(b) The evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most Important)
- (2) Price (Less important than past performance but still a significant factor)
- (3) Socioeconomic Proposal (significantly less important than past performance or price)
- (4) DLA Mentoring Business Agreements (somewhat less important than socioeconomic plan)

If past performance and price are determined to be comparable among offerors, the socioeconomic proposal and DLA Mentoring Business Agreement will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

- (1) Past performance is broken into two categories:
 - (i) Past performance on references that are of a similar nature to the subject solicitation.
 - (ii) Past performance on offeror's socioeconomic proposal utilization; small, small disadvantaged, small woman owned subcontracting plans; and mentoring business agreements that were incorporated into contracts from previous solicitations.

Past performance on references of a similar nature to the solicitation are significantly more important than past performance on socioeconomic proposal utilization, subcontracting plans or mentoring business agreements. Past performance on socioeconomic proposal utilization, subcontracting plans, or mentoring business agreements will take on more significance when offerors past performance on references that are of a similar nature to the subject solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided and of actual performance under Subcontracting Plans, Socioeconomic proposal utilization, or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance that they have not previously had the opportunity to address, and the offeror's response -- or lack thereof -- will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's business-like concern for the interest of the customer; and the offeror's performance on Subcontracting Plans, Socioeconomic proposals, and Mentoring Business Agreements that have been incorporated into contracts. DRMS will also consider an offeror's performance on same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided.

(d) Evaluation of Price: The offered price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and

women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic proposal. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB) and Women-Owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor (large or small firms), to participate in the DLA procurement process. The responses from offerors on the MBA program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB and WOB firms will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares under long term contracts. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on based on c(1)(ii) above.